

(Published by the Authority of the City Council of the City of Chicago)

COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting--Wednesday, December 21, 1988

at 10:00 A.M.

(Council Chamber--City Hall--Chicago, Illinois)

OFFICIAL RECORD.

VOLUME I

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

Absent -- Aldermen Kellam, J. Evans, Mell.

Call To Order.

On Wednesday, December 21, 1988 at 11:04 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Bloom, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Madrzyk, Langford, Sheahan, Jones, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Giles, Laurino, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 32.

Quorum present.

Alderman Sheahan requested that the record reflect Alderman Kellam was absent due to illness.

Alderman Jones requested that the record reflect Alderman J. Evans was absent due to illness.

Invocation.

Father Aldo Vendramin, Pastor, Santa Lucia Church, opened the meeting with prayer.

CONGRATULATIONS EXTENDED TO PARTICIPANTS
IN YOUNG SCHOLARS PROJECT.

The Honorable Eugene Sawyer, Acting Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, During the summer of 1988, the National Science Foundation of Loyola University conducted the Young Scholars Project, focusing on students with high ability and low opportunity; and

WHEREAS, This Project was designed to stimulate in young scholars career considerations in Computer Science and Mathematics and addressed itself to Juniors and Seniors in Chicago Public High Schools; and

WHEREAS, In addition to an introduction to Computer Science and an exposure to advance placement material the young scholar will receive advance placement credit by the Chicago Public Schools; and

WHEREAS, The young scholar received instruction in assembling an I.B.M. compatible computer which they were given to keep in addition to \$250.00; and

WHEREAS, 30 young scholars participated in, and successfully completed the program designed to address a serious under representation to our nation's scientific and technological enterprises; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of December, 1988, A.D., do hereby recognize and offer a hearty well done to the Young Scholars Project participants and encourage expansion of this worthy project.

Alderman Caldwell moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Caldwell, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, Acting Mayor Sawyer invited Alderman Caldwell and the participants in the Young Scholars Project to the Mayor's rostrum where they were warmly applauded by the City Council and assembled guests.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- EXTENSION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO TRANSIT AUTHORITY
TO ASSIGN SWORN POLICE OFFICERS IN
VOLUNTARY SPECIAL EMPLOYMENT
PROGRAM TO CHICAGO
TRANSIT AUTHORITY
SECURITY.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 21, 1988.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the Mayor to enter into and execute, the City Clerk to attest and the Corporation Counsel to review as to form and legality, an Intergovernmental Agreement between the Chicago Transit Authority and the City of Chicago which would extend an agreement permitting the Chicago Police Department to assign sworn officers participating in its Voluntary Special Employment Program to a special security detail for the protection of Chicago Transit Authority passengers, employees and property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Alderman Natarus moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed* by a viva voce vote.

On motion of Alderman Natarus, the said proposed ordinance transmitted with the foregoing communication was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago and the Chicago Transit Authority are both municipal corporations and separate and independent units of local government under the constitution and laws of the State of Illinois and as such have authority by statute to enter into an agreement for intergovernmental cooperation; and

WHEREAS, The security of the public transit passengers, employees and property in the City of Chicago is a matter of public concern, and providing for such security is in the public interest; and

WHEREAS, The Chicago Transit Authority desires to extend an agreement with the City of Chicago to continue a long range strategy to provide such security to Chicago Transit Authority passengers, employees, and property; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. On behalf of the City of Chicago, the Mayor is hereby authorized to enter into and execute, the City Clerk to attest and the Corporation Counsel to review as to form and legality, an Intergovernmental Agreement between the Chicago Transit Authority and the City of Chicago, the agreement to be in substantially the same form as the agreement attached hereto as Exhibit 1.

SECTION 2. This ordinance shall become effective from and after its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

*Intergovernmental
Memorandum Of Understanding.*

This Memorandum of Understanding made and entered into as of the _____ day of December, 1988, by and between the City of Chicago, a home rule municipality and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois, through its Department of Police (hereinafter referred to as the

"C.P.D."), and the Chicago Transit Authority, a municipal corporation and unit of local government organized and existing under and by virtue of the Constitution and laws of the State of Illinois (hereinafter referred to as the "C.T.A.").

Witnesseth:

Whereas, the C.T.A. and C.P.D. entered into an Intergovernmental Cooperation Agreement dated as of March 11, 1987 (hereinafter referred to as the "Agreement") pursuant to which participants in the C.P.D. Voluntary Special Employment Program would provide security to C.T.A. passengers, employees and property on the terms and conditions set forth in the Agreement; and

Whereas, Section 18 of the Agreement provides that the Agreement shall expire on December 31, 1987, and provides further that the Agreement cannot be extended without the written consent of the parties; and

Whereas, the Agreement was previously extended by written consent by the parties through December 31, 1988 under its present terms and conditions; and

Whereas, the parties of the Agreement are desirous of extending the Agreement for a period of ninety (90) days from December 31, 1988 under its present terms and conditions.

In addition to the terms set forth herein, the parties agree that a thirty (30) day notice must be given prior to terminating the Agreement in order to avoid scheduling problems.

Now, Therefore, in consideration of the covenants and mutual covenants herein contained and contained in the Agreement the parties hereto and thereto agree as follows:

1. Extension of Agreement. The Agreement shall be and hereby is extended for a period of ninety (90) days commencing January 1, 1989.
2. Terms and Conditions. Except as provided herein the terms and conditions set forth in the Agreement shall continue during the period the Agreement is extended as provided herein; provided however, in the event the Agreement is not further extended beyond the ninety (90) days and is thereby terminated, within sixty (60) days following termination the C.T.A. shall transfer to the City of Chicago title to and possession of one-half of the vehicles provided by C.T.A. under Section 5 of the Agreement.

This Memorandum further confirms the parties understanding that should any claim or wage increase arise after the expiration of termination of the Agreement, or any extension thereof, which relates to a time period or act covered by the Agreement, or any extension thereof, the obligations and/or liabilities of the parties remain in accordance with the terms and conditions of the Agreement, particularly Paragraphs 7-8 and 10-14.

In Witness Whereof, the City of Chicago has caused this Intergovernmental Memorandum of Understanding to be executed by its Superintendent of Police, approved by the Mayor of the City of Chicago and the City Council and its seal to be hereto affixed and duly attested by its Clerk, and the Chicago Transit Authority has caused the same to be executed by the Chairman of the Chicago Transit Board and duly attested to by its Secretary as of the date and year first above written.

[Signature forms omitted for printing purposes.]

Referred -- ISSUANCE OF GENERAL OBLIGATION TENDER
NOTES, SERIES 1989 A, B, AND C.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 21, 1988.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance providing for the issuance of General Obligation Tender Notes, Series 1989 A, B and C of the City of Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- SUBMISSION OF APPLICATION FOR ILLINOIS DEVELOPMENT
ACTION GRANT TO ASSIST YOUNG MEN'S CHRISTIAN
ASSOCIATION OF CHICAGO, INCORPORATED IN
REHABILITATION OF SINGLE RESIDENCY
OCCUPANCY UNITS AT VARIOUS
LOCATIONS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 21, 1988.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the City, through the Department of Housing, to apply for an Illinois Development Action Grant in the amount of \$1,000,000. The funds will be lent to the Young Men's Christian Association of Chicago, Incorporated for the rehabilitation of the Austin, Pullman, Washington Park, Irving Park and Lincoln Belmont Y.M.C.A.s as 1,169 single residency occupancy units available to low to moderate income persons. The total project cost will be \$5,518,551.

Your favorable consideration of this ordinance would be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred-- SUBMISSION OF APPLICATION FOR ILLINOIS DEVELOPMENT
ACTION GRANT TO ASSIST LAWSON YOUNG MEN'S CHRISTIAN
ASSOCIATION OF CHICAGO, INCORPORATED IN
REHABILITATION OF SINGLE RESIDENCY
OCCUPANCY UNITS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 21, 1988.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the City, through the Department of Housing, to apply for an Illinois Development Action Grant in the amount of \$1,000,000. The funds will be lent to the Young Men's Christian Association of Chicago, Incorporated for the rehabilitation of the Lawson Y.M.C.A. as 595 single residency occupancy units available to low to moderate income persons. The total project cost will be \$8,540,876.

Your favorable consideration of this ordinance would be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- EXECUTION OF LOAN AGREEMENT WHEREBY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WILL BE LOANED TO REMAINS THEATRE
ENSEMBLE FOR ACQUISITION OF
EQUIPMENT AND
FURNISHINGS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 21, 1988.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Cultural Affairs, I transmit herewith an ordinance authorizing the execution of loan documents whereby \$112,000 in Community Development Block Grant funds will be loaned to the Remains Theatre Ensemble for the acquisition of equipment and furnishings for their new facility located at 770 North Halsted Street, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE BY CREATION OF
NEW ELEVATOR CODE WITHIN CHAPTER 46 AND
REPEAL OF PRESENT SECTIONS
46-11 THROUGH 46-15.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 21, 1988.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Inspectional Services, I transmit herewith an ordinance creating a new Elevator Code and making related changes in the Municipal Code of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) EUGENE SAWYER,
Acting Mayor.

**City Council Informed As To Miscellaneous
Documents Filed In City Clerk's Office.**

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

***Placed On File*-- APPROVAL BY CHICAGO PLAN COMMISSION
AND DEPARTMENT OF PLANNING OF CERTAIN
PROPOSALS.**

Copies of resolutions adopted by the Chicago Plan Commission on December 8, 1988, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Department Of General Services, City Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Address
88-187-02	1355 -- 1357 North Bell Avenue
88-188-02	6426 -- 6468 South Ashland Avenue
88-192-02	15 properties submitted under Phase XX of the Adjacent Neighbors Land Acquisition Program

Department Of Economic Development.

Referral Number	Proposal
88-186-20	Amendment No. 2 to the Madison- Cicero Redevelopment Plan

Department Of Public Works.

Referral Number	Proposal
88-189-06	West Bryn Mawr Avenue Improvement between North Cumberland Avenue and North East River Road
88-190-06	North Clark Street Improvement between West Barry and West Foster Avenues
88-191-06	Congress Parkway Viaduct Rehabilitation over the I.C.G. Railroad.

Placed On File -- CIRCUIT COURT OF COOK COUNTY ORDER
REGARDING DISCONTINUANCE OF LIQUOR
PROHIBITION IN SEVENTEENTH AND
SIXTY-EIGHTH PRECINCTS
OF TWENTY-FIRST
WARD.

The Board of Election Commissioners transmitted a copy of the Circuit Court of Cook County order which revised the vote totals in a local option referendum, resulting in a liquor prohibition being discontinued in the seventeenth and sixty-eighth precincts of the twenty-first ward, which was *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF
NOVEMBER, 1988.

The City Clerk transmitted the following report received from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 21963 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on December 14, 1988, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in

(Continued on page 21964)

PERSONAL SERVICES PAID BY VOUCHERS NOVEMBER, 1988

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		NOV. 1988
Evison, Betty	9739 So. Charles	Aviation	Admin. Asst. II	710	1,750.00	P/M	1,750.00
Neal, Jerie	6606 S. Greenwood	"	Student Intern	740	5.00	P/H	240.00
Smith, Ronald	6721 S. Eberhart	"	Corr. of Spec. Event	610	2,586.00	P/M	2,586.00
Smith, Steven H.	4550 N. Clarendon	"	Dir. of Con Comp	740	2,994.00	P/M	2,994.00
Villanova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	P/M	2,043.00
Anderson, Roy T.	8423 S. Kenneth	Fire	Fireman	100	396.72	B/P	396.72
Cruz, Manuel	3441 W. 60th Pl.	"	"	"	121.26	B/P	121.26
Hillock, Raymond	2738 N. Pine Grove	"	"	"	6,688.08	B/P	6,688.08
Vondrasek, Robert C.	6318 S. Keeler	"	"	"	7,914.00	B/P	7,914.00
Whalen, Edward	3838 W. 111th St.	"	"	"	7,724.43	B/P	7,724.43
Jordan, Aurline	4850 S. Lake Park	Mayor's Ofc.	Receptionist	"	19,764.00	P/Y	1,639.50
Randall, Michelle	7319 S. Rhodes	"	Adm. Asst.	"	27,659.00	P/Y	3,243.40
Smith, Eunice	1519 E. 73rd	"	Receptionist	"	18,168.00	P/Y	1,514.00
Bravo, Emanuel	9205 S. Essex	Purchasing	Prin. Storekeeper	"	1,296.00	B/P	1,296.00
Grant, Morris	10225 S. Lafayette	"	"	"	4,280.00	B/P	4,280.00
Tinerella, Phillip	5214 N. Olcott	"	"	"	6,044.00	B/P	6,044.00

(Continued from page 21962)

pamphlet form on December 21, 1988, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 14, 1988, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

**Miscellaneous Communications, Reports, Et Cetera, Requiring
Council Action (Transmitted To City Council
By City Clerk).**

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

***Referred* -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.**

Applications (in duplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Apostolic Catholic Assyrian Church of the East -- to classify as a B4-1 Restricted Service District instead of a B3-1 General Retail District the area shown on Map No. 17-I bounded by

West Touhy Avenue; a line 465.77 feet east of and parallel to North Rockwell Street; the alley next south of and parallel to West Touhy Avenue; North Rockwell Street.

Michael Byrne -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by

West Montana Street; the alley next west of North Greenview Avenue; the alley next south of West Montana Street and a line 100 feet west of the alley next west of Greenview Avenue.

Dr. Eung Man Cha -- to classify as Business Planned Development No. 361, as amended, instead of Residential Business Planned Development No. 361 the area shown on Map No. 13-1 bounded by

a line 123.41 feet north of West Ainslie Street; the alley next east of and parallel to North Kedzie Avenue; the alley next north of and parallel to West Lawrence Avenue; North Troy Street; West Lawrence Avenue; and North Kedzie Avenue.

William Harris Smith -- to classify as an R4 General Residence District instead of an M2-2 General Manufacturing District, and then to further classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 7-G bounded by

a line 896.1 feet north of and parallel to West Wrightwood Avenue; a line 262.33 feet east of and parallel to North Greenview Avenue; a line 893.1 feet north of and parallel to West Wrightwood Avenue; a line 295.33 feet east of and parallel to North Greenview Avenue; a line 553 feet north of and parallel to West Wrightwood Avenue; a line 212 feet east of and parallel to North Greenview Avenue; a line 394 feet north of and parallel to West Wrightwood Avenue; North Greenview Avenue.

Southwest Financial -- to classify as a C1-1 Restricted Commercial District instead of an R2 Single-family Residence District the area shown on Map No. 24-H bounded by

West 99th Street; South Claremont Avenue; a line 220.67 feet south of and parallel to West 99th Street; the public alley next west of and parallel to South Claremont Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Also, claims against the City of Chicago, which were *Referred to the Committee on Claims and Liabilities*, filed by the following:

Abbas Azad S., Allstate Ins. Co. and Travis Alexander, Arrez Jose L.;

Baker Harold E., Borowski Lorraine;

Carcerano Evelyn, Century Plus Realty, Inc., Comcar Industries, Inc., Crowther Lucille R.;

Galetto Joseph, Galiardo James, Golden Jesse;

Harper Earl D.;

Jaffe Tina M.;

Lasky Jackie, Lathan Preins O., Lullo Jerome A.;

Midwest Outdoor Management;

Panzica Jeffery A., Peterson Nancy, Petty Rick W.;

Rampe Peter, Reynolds Bobby, Rodriguez Jose;

Safeway Ins. Co. (2) Alfonso Esparza and Augustine Guardiola, Sawyer Ellen, Shepard Chevrolet, Shi Yung, Smith David, Smith Robert L., State Farm Ins. Co. (2) Brenda L. Dani and Patrick Loftus, Swedo Leslie R.;

Wallace Michael, West American Ins. Co. and Daniel E. Conley, Westmont Automotive Parts Co.;

Yardley Anne P.

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 129,
SECTION 129.49 REGULATING USE OF LIQUIFIED
PETROLEUM FUELED INDUSTRIAL TRUCKS.

Also, a communication from Mr. Charles A. Tribbett, III, Chairman of the McCormick Place Convention and Meeting Complex, addressed to the City Clerk under the date of December 20, 1988 transmitting a proposed ordinance to amend Municipal Code Chapter 129, Section 129.49 regulating use of liquified petroleum fueled industrial trucks, which was *Referred to the Committee on Buildings*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH ARCHITECTURAL AND ORNAMENTAL
IRONWORKERS UNION, LOCAL 63.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Architectural and Ornamental Ironworkers Union, Local 63.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Architectural & Ornamental Ironworkers Union, Local 63, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Architectural And Ornamental

Ironworkers Union -- Local 63.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and Architectural and Ornamental Ironworkers Union -- Local 63 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Foreman Of Architectural Ironworkers

Architectural Ironworker

Iron Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this Agreement shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and set forth in Appendix A. In the event the hourly wage rate effective July of each year covered by the Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. as determined by the Employer.

Section 5.2 Overtime.

All work performed after eight hours worked in any 24-hour period shall be considered overtime and paid for at the rate of two (2) times the regular straight time hourly rate of pay provided the employee completes the normal workweek or is absent with the Employer's permission.

All work performed on Saturday or Sunday as such when Saturday and Sunday are not part of the Employee's regular workweek, or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay provided the employee completes the normal workweek or is absent with the Employer's permission.

Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

Continuous Service As Of July 1

Vacation

Less than 6 years

11 days

Continuous Service As Of July 1

Vacation

(effective 1/1/89 -- 13 days)

6 years or more, but less than 14 years 16 days

(effective 1/1/89 -- 18 days)

14 years or more 21 days

(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration

Section 11.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

Section 11.1(c)

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

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

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed

to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step 1 -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless

there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

*Article 13.**Dues Check-Off And Fair Share.*

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The local Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by

the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Ironworker is on vacation, a Plumber shall not be assigned as a replacement Ironworker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the Department 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 in the department. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title). A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforcibility shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If such parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix A.

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Foreman of Architectural Ironworkers	\$21.28/hr.	\$21.48/hr.			
Architectural Ironworker	19.93/hr.	20.13/hr.			

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Iron Inspector	3,617/mo.	3,651.60/mo.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH CEMENT MASONS'
UNION, LOCAL 502.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Cement Masons' Union, Local 502.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Cement Masons' Union, Local 502, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

The Cement Masons' Union

Local 502.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and The Cement Masons' Union Local 502 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Cement Finisher

Foreman Of Cement Finishers

District Concrete Supervisor

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Rates Of Pay.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July 1 of each year are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates;

provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of (5) consecutive 8-hour days Monday through Friday, and (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. to 4:30 P.M. except where other hours are currently in effect.

Section 5.2 Overtime.

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular workweek; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Article 6.

Holidays.

Section 6.1

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

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

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year,

whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Seasonal 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 of 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 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 months of said seasonal service during the 1984-85 winter season, or (b) five 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 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 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 accumulates 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.

Section 8.7 Filling Vacancies.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most

qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title) within the employee's current department.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his/her jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave on the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have on February 13, 1986.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the hearing officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, the employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employees does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs

an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work, such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the local Union, and shall remit such deductions on a semi-monthly basis to the local Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of the local Union Agreement. The local Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the Unions involved.

Section 14.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where

employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Cement Finisher is on vacation, a Plumber shall not be assigned as a replacement Cement Finisher. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employees name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of

absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs And Recall.

Section 15.1 Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department.

"Seniority" shall mean, for purposes of this section, the employee's continuous service with the City.

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

*Article 16.**Separability.*

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforcibility shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

*Article 17.**Union Representation.*

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

*Article 19.**Term Of Agreement.*

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix A.

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1-1-88	7-1-88	7-1-89	7-1-90	7-1-91
Cement Finisher	\$18.65/hr.	\$19.40/hr.			
Foreman of Cement Finishers	\$19.40/hr.	\$20.15/hr.			
District Concrete Supervisor	\$19.90/hr.	\$20.65/hr.			

RATIFICATION AND EXECUTION OF COLLECTIVE
BARGAINING AGREEMENT WITH CHICAGO
JOURNEYMEN PLUMBERS' LOCAL
UNION 130, U. A.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Chicago Journeymen Plumbers' Local Union 130, U. A.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Chicago Journeymen Plumbers' Local Union 130, U. A., in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago
Agreement With
Chicago Journeymen Plumbers'
Local Union 130, U. A.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and Chicago Journeymen Plumbers' Local Union 130, U. A. (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

District Superintendent Of Water Distribution

District Foreman Of Water Pipe Construction

Foreman Of Water Pipe Construction

Pipe Locating Machine Operator

Caulker

Chief Tapper

Tapper

Hydrant Inspector

Director Of Plumbing Test Laboratory

Chief Plumbing Inspector

Assistant Chief Plumbing Inspector

Plumbing Inspector In Charge

Plumbing Inspector

Chief Water Rate Taker

Supervisor Of Water Rate Takers

Water Rate Taker

Water Meter Assessor

General Foreman Of Plumbers

Foreman Of Plumbers

Plumber

Plumber (Sub-Foreman)

Foreman Of Sewer Cleaning

Assistant Foreman Of Sewer Cleaning

Supervising House Drain Inspector

House Drain Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific

and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operations, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, except those specified in Section 4.3 below, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above. In the event the hourly wage rate effective July 1 of each year covered by this Agreement are not established at the July 1 effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.3

Full-time employees referred to in items 1 through 5 below are defined as District Superintendent of Water Distribution, Director of Plumbing Test Laboratory, Water Rate Taker, Chief Water Rate Taker, Supervisor of Water Rate Takers and Water Meter Assessor.

1. Full-time employees on the payroll on the date of ratification by the Union will receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the

Municipal Employees or applicable Annuity and Benefit Funds will not be made relative to this lump sum payment.

2. In 1988, a 1% increase will be granted to employees, effective July 1, 1988.
3. In 1989, a 3% increase will be granted to employees, effective July 1, 1989.
4. In 1990, a 2% increase will be granted to employees, effective July 1, 1990, and a 2.5% increase effective October 1, 1990.
5. In 1991, a 3% increase will be granted to employees effective July 1, 1991, and a 4% increase effective October 1, 1991.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

Section 5.2 The Workweek.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday.

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday and two (2) consecutive days off, Saturday and Sunday except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

Section 5.3 The Workday.

The normal workday shall be eight consecutive hours beginning at 8:00 A.M. and ending at 4:30 P.M., including a one-half (1/2) hour unpaid lunch period, except where different hours are currently in effect.

Section 5.4 Overtime.

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed prior to the start of the regular shift on a regularly scheduled workday and all work performed after eight (8) hours worked in any 24 hour period; or on Saturday as such when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked in the Employer's workweek, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked in the Employer's workweek, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. However, such employees shall be given compensatory time on an hour for hour basis for all overtime worked. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day

7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. Whenever said holiday falls during an employee's vacation period, the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 (1) year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment

in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other

applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 4 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Steps I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) days of receipt of the Employer's Step II decision or the date it was due.

- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs

an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union working dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and working dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the regular monthly Union dues and working dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where

employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Plumber is on vacation, a Truck Driver shall not be assigned as a replacement Plumber. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status; continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of

absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 14.8 Mileage Reimbursement.

Employees who are required by the Employer to use their personal vehicle to perform their assignments shall be reimbursed at the rate of 22.5 cents per mile in accordance with the Employer's existing requirements and procedures.

Section 14.9 Telephone Expense Reimbursement.

The current practice of reimbursing employees for job related telephone expenses shall continue.

Article 15.

Layoffs And Recall.

Section 15.1 Notice Of Layoff.

The Union and employees, except probationary employees with less than ninety (90) days of service, shall be provided with at least fourteen (14) days advance notice of a layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

For purposes of this Article 15, an employee shall be considered as "subject to layoff" as soon as that employee is scheduled to be laid off, or removed from his/her position classification.

Section 15.2 Order Of Layoff.

Provisional and probationary employees with less than ninety (90) days of service shall be terminated prior to any other employees being laid off. Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior service 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 relatively equal among the other employees in the job. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title) citywide.

Section 15.3 Bumping.

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, or if none, in any other title which they have held for ninety (90) days or more, in the order of the most recent 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.

Section 15.4 Recall.

Employees shall be recalled in the reverse order they were laid off.

Notice of recall shall be sent by certified mail (return receipt requested) to the last known address of the employee. It shall be the employee's responsibility to inform the Employer of any address change.

Employees on a recall list shall also be eligible for recall on a seniority basis to a lower-rated job, provided the employee has the then present ability to perform the lower-rated job to the Employer's satisfaction without further training. Employees recalled to lower-rated jobs shall retain recall rights to the initial job from which they were laid off.

Section 15.5 Hiring During Layoffs.

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Section 15.6 Lottery.

The Union shall receive notice of any lotteries to be held. The Union may have representatives at all lotteries affecting unit employees.

Article 16.

Balancing The Workforce And Reassignment Procedure.

The Employer's permanent movement of employees from one location to another shall not be subject to the provisions of Sections 17.1 and 17.2 of Article 17 if there is not a net increase in the number of employees in the affected classification(s) in the affected location(s).

If the Employer intends to permanently reduce the number of employees in a job classification at a location and reassign them to another location the Employer shall seek volunteers among the employees in the affected job classification at the affected location, provided that the volunteers have the then present ability to perform the work required without further training.

If there are more volunteers than there are assignments, such reassignment shall be made on the basis of seniority at the affected location. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority at the affected location provided that the employees have the then present ability to perform the required work. For purposes of this article, seniority shall be defined as time-in-title among the employees at the affected location(s).

An employee being reassigned under this provision may file a transfer request under Section 17.5 of Article 17 to return to his/her original location.

Notwithstanding the provisions of Section 17.5 of Article 17, said request, which must be made within sixty (60) days of reassignment, shall be valid for a period of twelve (12) months after date of reassignment, and shall have preference over all other transfer requests for the original location.

Thirty days' advance notice of the reassignment shall be given to the Union and the affected employees if the need to reassign is known; otherwise, as soon as reasonably possible.

Article 17.

Filling Of Permanent Vacancies.

Section 17.1 Definition Of Vacancy.

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

A vacancy is defined as an opening which the Employer intends to fill and which results from various factors, such as addition of new positions and/or classifications, reassignments, promotion, bidding out or separation for any reason.

Section 17.2 Filling Of Permanent Vacancies.

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

Section 17.3 Recall.

When filling a vacancy, the Employer shall first recall employees who have a right of recall under Article 15.

Section 17.4 Rights Of Employees In Abolished Classes.

Employees on layoff whose classification has been abolished or employees who have received layoff notices and whose classification will be abolished as of the effective date of said notice, shall have the right to fill available bargaining unit vacancies in equal or lower-rated positions after the provisions of Section 17.3 of this article have been exhausted.

Section 17.5 Transfer Request Procedure.

Employees within a department who desire a change in location of their job assignment shall request such change in writing on the Employer's form.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period. Request forms shall notify employees of the provisions of this section.

Employees shall receive a copy of all requests filed with receipt noted on the copy. A list of such requests from each Department shall be provided to the Union.

When filling a vacancy, the Employer shall select the most senior employee in the job classification in the Department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

Section 17.6 Posting And Bidding.

When filling a vacancy and the requirements of Sections 17.3, 17.4 and 17.5 have been met, and as to Section 17.5, there are no said employees who have transfer requests on file or no eligible employees on said lists, the Employer shall post and fill every vacancy in accordance with the following procedures:

- A. The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical site in the Department and at other bargaining unit locations specifically identified and requested by the Union for such posting(s). Said vacancy shall be posted for fourteen (14) days. A copy of the posting shall be provided to the Union no later than the first day of posting. The posting shall contain at least the following: job title, qualifications, days off, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If that number changes, the Employer shall promptly notify the Union.
- B. Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants from outside the bargaining unit and bidders from within the unit shall be considered as one group for selection purposes. Bidders from within the bargaining unit shall not be included on the same list with applicants from a Department of Personnel referral list. Applicants and bidders for vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer.
- C. 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 or bidder. In making selections, bidders from within the bargaining unit shall be given preference over non-bargaining unit applicants unless the non-bargaining unit applicants when selected have demonstrably greater

relevant skill, ability and experience to perform the work. When bargaining unit bidders are relatively equally qualified, the Employer shall select:

1. the most senior employee (based on departmental seniority) of those bidding for promotion within the bureau; or if none,
2. the most senior employee (based on departmental seniority) of those bidding for promotion within the Department; or if none,
3. the most senior employee (based on bargaining unit seniority) of those bidding for promotion from any other Department in the bargaining unit; or if none,
4. the most senior employee (based on bargaining unit seniority) of those bidding for transfer to equal or lower rated jobs.

The Employer shall determine whether such employees are "relatively equally qualified."

- D. Prior to notifying the successful bidder from within the bargaining unit or applicant from outside the unit, the Department shall give the Union a list of bidders identifying the successful bidder(s) or, where applicable, the name(s) of the successful applicant(s). Upon request, the Department shall schedule a meeting with the Union to review the selection process, including the reason(s) for selection and rejection of bidders. Bidders who are not selected shall be so notified by the Department Head including reason for non-selection. A successful bidder may not bid for another permanent vacancy for one (1) year unless laid off or bumped within that year.
- E. Prior to appointing a non-bargaining unit applicant in a permanent position in the bargaining unit, the Employer shall honor the layoff and recall provisions of Sections 15.4 and 15.5, of Article 15, and the recall and reinstatement and transfer provisions of Sections 17.3, 17.4 and 17.5 of this Article. In the event a non-bargaining unit applicant is selected over a bidder from within the bargaining unit, any dispute arising under this section regarding the selection shall be submitted to expedited arbitration. The parties shall promptly meet for the purpose of selecting an arbitrator. The arbitrator shall submit his written decision to the Employer and the Union within thirty (30) days following his/her appointment. The arbitrator's decision shall be final and binding on the parties and in accordance with the provisions of Article 11 of this Agreement.
- F. During the bidding and/or selection process set forth in this article, the Employer may temporarily fill said permanent vacancy consistent with the provisions of this Agreement, such as detailing and acting up.

- G. When an employee in a prevailing rate position is deemed to have successfully filled a vacancy in another prevailing rate position at a higher rate of pay, said employee shall receive the higher rate of pay. When such an employee in a prevailing rate position or an employee who is compensated under the Employer's Compensation Plan, is deemed to have successfully filled a vacancy under said Compensation Plan where, in either case, the position filled is at a higher rate of pay or higher pay grade, the employee will be given credit for time served in his former position in determining his salary rate and shall receive a pay increase of one step based on such credit, provided that such increase shall not exceed 5% over the last salary paid and provided, further, that in no case shall such employee be paid less than the entrance rate for the new position.

Section 17.7 Acting In A Higher-Rated Job.

An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher-rated job in the bargaining unit for three (3) days or more shall be paid at the higher rate for all such time, retroactive to the first day of the assignment.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job.

The time limits for such individual assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement of the parties.

The Employer shall not rotate employees in order to circumvent the payment provision of this section.

If the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher-rated job also is the successful bidder when the job is posted as a permanent vacancy, where applicable the said employee's seniority date for purposes of longevity pay increases shall be the date the employee initially was paid for acting in the higher-rated job, provided the employee had continued to perform in the higher-rated job without interruption.

Section 17.8 Acting In A Lower-Rated Job.

Any employee who works in a lower-paid classification temporarily shall be paid his/her regular rate.

Section 17.9 Detailing.

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Individual employees shall not be detailed for more than ten (10) days unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event no such assignment may extend beyond sixty (60) days or up to ninety (90) days in an emergency without the agreement of the parties, and such assignments are subject to the volunteer and rotation requirements, below, of this section.

The Employer shall notify the employees in advance of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and to rotate such assignments within each calendar year. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

Thirty (30) days' advance notice of detailing shall be given to the Union and the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Article 18.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 19.

Union Representation.

Section 19.1 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally

or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 19.2 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 20.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date of which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 1st day of January, 1988.

[Signature forms omitted for printing purposes.]

[Appendices "C" through "I" attached to this agreement printed on pages 22067 through 22073 of this Journal.]

Appendices "A" and "B" attached to this agreement read as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rate Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Plumber	\$19.90/hr.	\$20.70/hr.			
Foreman of Plumbers	20.90/hr.	21.70/hr.			
Genrl. Formn. of Plumbers	3,796.00/mo.	3,935.00/mo.			
Asst. Chief Plumbing Inspector	3,774.00/mo.	4,091.00/mo.			
Chief Plumbing Inspector		4,465.00/mo.			
Plumbing Inspector	3,553.00/mo.	3,689.00/mo.			
Plumbing Inspector In Charge	3,723.00/mo.	3,859.00/mo.			
House Drain Inspector	3,553.00/mo.	3,689.00/mo.			

<i>Bargaining Unit Titles</i>	<i>Wage Rate Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Supervising House Drain Insp.	3,723.00/mo.	3,859.00/mo.			
Foreman of Sewer Cleaning	20.90/hr.	21.70/hr.			
Asst. Foreman of Sewer Cleaning	20.40/hr.	21.20/hr.			
Plumber (Sub-Foreman)	20.40/hr.	21.20/hr.			
Dist. Frmn. Water Pipe Constrtn.	3,796.00/mo.	3,935.00/mo.			
Frmn. of Water Pipe Constrtn.	20.90/hr.	21.70/hr.			
Pipe Locating Machine Operator	20.90/hr.	21.70/hr.			
Chaulker	19.90/hr.	20.70/hr.			
Chief Tapper	3,796.00/mo.	3,935.00/mo.			
Tapper	19.90/hr.	20.70/hr.			
Hydrant Inspector	3,553.00/mo.	3,689.00/mo.			

*Appendix "B".**Non-Prevailing Rate Jobs.*

<i>Title Code</i>	<i>Bargaining Unit Title</i>	<i>Salary Grade</i>
1061	Water Rate Taker	J1

<i>Title Code</i>	<i>Bargaining Unit Title</i>	<i>Salary Grade</i>
1062	Water Meter Assessor	J1
1063	Supervisor of Water Rate Takers	J2
1067	Chief Water Rate Taker	J4
2255	Director of Plumbing Test Laboratory	J1
8373	District Superintendent of Water Distribution	J5

**RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
 AGREEMENT WITH CHICAGO AND NORTHEAST ILLINOIS
 DISTRICT COUNCIL UNITED BROTHERHOOD OF
 CARPENTERS AND JOINERS OF AMERICA
 (A.F.L.-C.I.O.).**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (A.F.L.-C.I.O.).

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 22074)

APPENDIX C

Salary Schedule J
Effective January 1, 1988

CLASS GRADE	ENTRANCE		INTERMEDIATE		TOP BASE		AFTER 1 YR. AT TOP BASE		AFTER 1 YR. AT 1ST LONG.		AFTER 1 YR. AT 2ND LONG.		AFTER 1 YR. AT 3RD LONG.		AFTER 1 YR. AT 4TH LONG.	
	RATE	MONTHS	RATE	MONTHS	RATE	MONTHS	RATE	MONTHS	RATE	MONTHS	RATE	MONTHS	RATE	MONTHS	RATE	MONTHS
1 ANNUAL	22,908	24,060	25,272	26,556	27,852	29,280	30,720	31,888	32,244	33,888	35,568	37,236	38,928	40,644	42,444	44,368
1 MONTHLY	1,909	2,005	2,106	2,213	2,321	2,440	2,560	2,687	2,824	2,964	3,103	3,244	3,387	3,537	3,688	3,844
2 ANNUAL	25,272	26,556	27,852	29,280	30,720	32,244	33,888	35,568	37,236	38,928	40,644	42,444	44,368	46,368	48,456	50,640
2 MONTHLY	2,106	2,213	2,321	2,440	2,560	2,687	2,824	2,964	3,103	3,244	3,387	3,537	3,697	3,864	4,038	4,220
3 ANNUAL	27,852	29,280	30,720	32,244	33,888	35,568	37,236	38,928	40,644	42,444	44,368	46,368	48,456	50,640	52,920	55,280
3 MONTHLY	2,321	2,440	2,560	2,687	2,824	2,964	3,103	3,244	3,387	3,537	3,697	3,864	4,038	4,220	4,408	4,600
4 ANNUAL	30,720	32,244	33,888	35,568	37,236	38,928	40,644	42,444	44,368	46,368	48,456	50,640	52,920	55,280	57,720	60,240
4 MONTHLY	2,560	2,687	2,824	2,964	3,103	3,244	3,387	3,537	3,697	3,864	4,038	4,220	4,408	4,600	4,800	5,010
5 ANNUAL	33,888	35,568	37,236	38,928	40,644	42,444	44,368	46,368	48,456	50,640	52,920	55,280	57,720	60,240	62,840	65,520
5 MONTHLY	2,824	2,964	3,103	3,244	3,387	3,537	3,697	3,864	4,038	4,220	4,408	4,600	4,800	5,010	5,230	5,460

APPENDIX D

Salary Schedule J
Effective July 1, 1988

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONTINUOUS SERVICE
	YR 1	YR 6	YR 1	YR 7	YR 1	YR 7					
1 ANNUAL	23,136	24,300	25,524	26,820	28,128	29,568	31,032	32,568	34,224	35,928	37,608
MONTHLY	1,928	2,025	2,127	2,235	2,344	2,464	2,586	2,714	2,852	2,994	3,134
2 ANNUAL	25,524	26,820	28,128	29,568	31,032	32,568	34,224	35,928	37,608	39,312	41,052
MONTHLY	2,127	2,235	2,344	2,464	2,586	2,714	2,852	2,994	3,134	3,276	3,421
3 ANNUAL	28,128	29,568	31,032	32,568	34,224	35,928	37,608	39,312	41,052	42,864	44,700
MONTHLY	2,344	2,464	2,586	2,714	2,852	2,994	3,134	3,276	3,421	3,572	3,724
4 ANNUAL	31,032	32,568	34,224	35,928	37,608	39,312	41,052	42,864	44,700	46,536	48,360
MONTHLY	2,586	2,714	2,852	2,994	3,134	3,276	3,421	3,572	3,724	3,880	4,036
5 ANNUAL	34,224	35,928	37,608	39,312	41,052	42,864	44,700	46,536	48,360	50,208	52,064
MONTHLY	2,852	2,994	3,134	3,276	3,421	3,572	3,724	3,880	4,036	4,196	4,352

Salary Schedule J
Effective July 1, 1989

APPENDIX E

CLASS GRADE	ENTRANCE RATES		INTERMEDIATE RATES		TOP BASE RATES		AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 3RD LONG. STEP & 22 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 4TH LONG. STEP & 28 YRS. CONTINUOUS SERVICE															
	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL														
1	23,932	287,984	25,032	300,384	26,292	315,504	27,624	331,536	28,968	347,616	30,456	365,472	31,968	383,616	33,540	402,480	35,256	421,872	36,664	439,968	38,736	461,232	40,488	481,056	42,288	501,264	44,148	521,776		
2	26,292	315,504	27,624	331,536	28,968	347,616	30,456	365,472	31,968	383,616	33,540	402,480	35,256	421,872	36,664	439,968	38,736	461,232	40,488	481,056	42,288	501,264	44,148	521,776	46,152	542,424	48,240	564,480	50,400	587,200
3	28,968	347,616	30,456	365,472	31,968	383,616	33,540	402,480	35,256	421,872	36,664	439,968	38,736	461,232	40,488	481,056	42,288	501,264	44,148	521,776	46,152	542,424	48,240	564,480	50,400	587,200	52,680	610,560	54,960	635,200
4	31,968	383,616	33,540	402,480	35,256	421,872	36,664	439,968	38,736	461,232	40,488	481,056	42,288	501,264	44,148	521,776	46,152	542,424	48,240	564,480	50,400	587,200	52,680	610,560	54,960	635,200	57,360	660,480	59,760	686,400
5	35,256	421,872	37,008	441,888	38,736	461,232	40,488	481,056	42,288	501,264	44,148	521,776	46,152	542,424	48,240	564,480	50,400	587,200	52,680	610,560	54,960	635,200	57,360	660,480	59,760	686,400	62,280	712,320	64,800	738,720

APPENDIX F

Salary Schedule J
Effective July 1, 1990

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP BASE RATE & 4 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONTINUOUS SERVICE
	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL					
1	24,312	291,744	26,820	321,840	28,176	338,112	31,068	32,604	34,212	35,964	37,752
MONTHLY	2,026	24,312	2,235	26,820	2,348	28,176	2,589	2,717	2,851	2,997	3,146
2	26,820	321,840	29,344	352,128	31,068	374,400	34,212	35,964	37,752	39,516	41,292
MONTHLY	2,235	26,820	2,462	29,344	2,589	31,068	2,851	2,997	3,146	3,293	3,441
3	29,344	352,128	32,604	391,248	34,212	410,544	37,752	39,516	41,292	43,128	45,036
MONTHLY	2,462	29,344	2,717	32,604	2,851	34,212	3,146	3,293	3,441	3,594	3,753
4	32,604	391,248	35,964	430,768	37,752	450,360	41,292	43,128	45,036	47,076	49,200
MONTHLY	2,717	32,604	2,997	35,964	3,146	37,752	3,441	3,594	3,753	3,923	4,100
5	35,964	430,768	39,516	474,192	41,292	492,300	45,036	47,076	49,200	51,408	53,736
MONTHLY	2,997	35,964	3,293	39,516	3,441	41,292	3,753	3,923	4,100	4,284	4,478

APPENDIX C

Salary Schedule J
Effective October 1, 1990

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP RATE		AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONTINUOUS SERVICE
	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY					
1	24,924	2,077	27,492	2,291	28,884	2,407	31,848	33,420	35,064	36,864	38,700
MONTHLY							2,654	2,785	2,922	3,072	3,225
2	27,492	2,291	30,288	2,524	31,848	2,654	35,064	36,864	38,700	40,500	42,324
MONTHLY							2,922	3,072	3,225	3,375	3,527
3	30,288	2,524	33,420	2,785	35,064	2,922	38,700	40,500	42,324	44,208	46,164
MONTHLY							3,225	3,375	3,527	3,684	3,847
4	33,420	2,785	36,864	3,072	38,700	3,225	42,324	44,208	46,164	48,252	50,436
MONTHLY							3,527	3,684	3,847	4,021	4,203
5	36,864	3,072	40,500	3,375	42,324	3,527	46,164	48,252	50,436	52,692	55,080
MONTHLY							3,847	4,021	4,203	4,391	4,590

APPENDIX B

Salary Schedule J
Effective July 1, 1991

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT 1ST LONG. STEP 10 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 2ND LONG. STEP 15 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 3RD LONG. STEP 20 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 4TH LONG. STEP 25 YRS. CONTINUOUS SERVICE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
	MONTHS	DATE	MONTHS	DATE	MONTHS	DATE	MONTHS	DATE	MONTHS	DATE	MONTHS	DATE	MONTHS	DATE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
1 ANNUAL	25,668		28,320		29,748		31,200		34,428		36,120		37,968		39,864		41,712		43,596		45,540		47,544		49,704		51,948		54,276		56,736		59,244																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
1 MONTHLY	2,139		2,360		2,479		2,600		2,869		3,010		3,164		3,322		3,476		3,633		3,795		3,962		4,142		4,329		4,523		4,728		4,944																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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ANNUAL	28,320		31,200		32,808		34,428		37,968		39,864		41,712		43,596		45,540		47,544		49,704		51,948		54,276		56,736		59,244		61,800		64,416		67,092		69,828		72,624		75,480		78,396		81,372		84,408		87,504		90,660		93,876		97,152		100,488		103,884		107,340		110,856		114,432		118,068		121,764		125,520		129,336		133,212		137,148		141,144		145,192		149,300		153,468		157,696		161,984		166,332		170,740		175,208		179,736		184,324		188,972		193,680		198,448		203,276		208,164		213,112		218,120		223,188		228,316		233,504		238,752		244,060		249,428		254,856		260,344		265,892		271,500		277,168		282,896		288,684		294,532		300,440		306,408		312,436		318,524		324,672		330,880		337,148		343,476		349,864		356,312		362,820		369,388		376,016		382,704		389,452		396,260		403,128		410,056		417,044		424,092		431,200		438,368		445,596		452,884		460,232		467,640		475,108		482,636		490,224		497,872		505,580		513,348		521,176		529,064		537,012		545,020		553,088		561,216		569,404		577,652		585,960		594,328		602,756		611,244		619,792		628,400		637,068		645,796		654,584		663,432		672,340		681,308		690,336		699,424		708,572		717,780		727,048		736,376		745,764		755,212		764,720		774,288		783,916		793,604		803,352		813,160		823,028		832,956		842,944		852,992		863,100		873,268		883,496		893,784		904,132		914,540		925,008		935,536		946,124		956,772		967,480		978,248		989,076		999,964		1,010,912		1,021,920		1,032,988		1,044,116		1,055,304		1,066,552		1,077,860		1,089,228		1,100,656		1,112,144		1,123,692		1,135,300		1,146,968		1,158,696		1,170,484		1,182,332		1,194,240		1,206,208		1,218,236		1,230,324		1,242,472		1,254,680		1,266,948		1,279,276		1,291,664		1,304,112		1,316,620		1,329,188		1,341,816		1,354,504		1,367,252		1,380,060		1,392,928		1,405,856		1,418,844		1,431,892		1,444,900		1,457,968		1,471,096		1,484,284		1,497,532		1,510,840		1,524,208		1,537,636		1,551,124		1,564,672		1,578,280		1,591,948		1,605,676		1,619,464		1,633,312		1,647,220		1,661,188		1,675,216		1,689,304		1,703,452		1,717,660		1,731,928		1,746,256		1,760,644		1,775,092		1,789,500		1,803,968		1,818,496		1,833,084		1,847,732		1,862,440		1,877,208		1,892,036		1,906,924		1,921,872		1,936,880		1,951,948		1,967,076		1,982,264		1,997,512		2,012,820		2,028,188		2,043,616		2,059,104		2,074,652		2,090,260		2,105,928		2,121,656		2,137,444		2,153,292		2,169,200		2,185,168		2,201,196		2,217,284		2,233,432		2,249,640		2,265,908		2,282,236		2,298,624		2,315,072		2,331,580		2,348,148		2,364,776		2,381,464		2,398,212		2,415,020		2,431,888		2,448,816		2,465,804		2,482,852		2,499,960		2,517,128		2,534,356		2,551,644		2,569,000		2,586,420		2,603,900		2,621,440		2,639,040		2,656,700		2,674,420		2,692,200		2,710,040		2,727,940		2,745,900		2,763,920		2,782,000		2,800,140		2,818,340		2,836,600		2,854,920		2,873,300		2,891,740		2,910,240		2,928,800		2,947,420		2,966,100		2,984,840		3,003,640		3,022,500		3,041,420		3,060,400		3,079,440		3,098,540		3,117,700		3,136,920		3,156,200		3,175,540		3,194,940		3,214,400		3,233,920		3,253,500		3,273,140		3,292,840		3,312,600		3,332,420		3,352,300		3,372,240		3,392,240		3,412,300		3,432,420		3,452,600		3,472,840		3,493,140		3,513,500		3,533,920		3,554,400		3,574,940		3,595,540		3,616,200		3,636,920		3,657,700		3,678,540		3,699,440		3,720,400		3,741,420		3,762,500		3,783,640		3,804,840		3,826,100		3,847,420		3,868,800		3,890,240		3,911,740		3,933,300		3,954,920		3,976,600		3,998,340		4,020,140		4,042,000		4,063,920		4,085,900		4,107,940		4,129,040		4,150,200		4,171,420		4,192,700		4,214,040		4,235,440		4,256,900		4,278,420		4,299,900		4,321,440		4,343,040		4,364,700		4,386,420		4,408,200		4,430,040		4,451,940		4,473,900		4,495,920		4,518,000		4,540,140		4,562,340		4,584,600		4,606,920		4,629,300		4,651,740		4,674,240		4,696,800		4,719,420		4,742,100		4,764,840		4,787,640		4,810,500		4,833,420		4,856,400		4,879,440		4,902,540		4,925,700		4,948,920		4,972,200		4,995,540		5,018,940		5,042,400		5,065,920		5,089,500		5,113,140		5,136,840		5,160,600		5,184,420		5,208,300		5,232,240		5,256,240		5,280,300		5,304,420		5,328,600		5,352,840		5,377,140		5,401,500		5,425,920		5,450,400		5,474,940		5,499,540		5,524,200		5,548,920		5,573,700		5,598,540		5,623,440		5,648,400		5,673,420		5,698,500		5,723,640		5,748,840		5,774,100		5,799,420		5,824,800		5,850,240		5,875,740		5,901,300		5,926,920		5,952,600		5,978,340		6,004,140		6,030,000		6,055,920		6,081,900		6,107,940		6,134,040		6,160,200		6,186,420		6,212,700		6,239,040		6,265,440		6,291,900		6,318,420		6,345,000		6,371,640		6,398,340		6,425,100		6,451,920		6,478,800		6,505,740		6,532,740		6,559,800		6,586,920		6,614,100		6,641,340		6,668,640		6,696,000		6,723,420		6,750,900		6,778,440		6,806,040		6,833,700		6,861,420		6,889,200		6,917,040		6,944,940		6,972,900		7,000,920		7,029,000		7,057,140		7,085,340		7,113,600		7,141,920		7,170,300		7,198,740		7,227,240		7,255,800		7,284,420		7,313,100		7,341,840		7,370,640		7,399,500		7,428,420		7,457,400		7,486,440		7,515,540		7,544,700		7,573,920		7,603,200		7,632,540		7,661,940		7,691,400		7,720,920		7,750,500		7,780,140		7,809,840		7,839,600		7,869,420		7,899,300		7,929,240		7,959,240		7,989,300		8,019,420		8,049,600		8,079,840		8,110,140		8,140,500		8,170,920		8,201,400		8,231,940		8,262,540		8,293,200		8,323,920		8,354,700		8,385,540		8,416,440		8,447,400		8,478,420		8,509,500		8,540,640		8,571,840		8,603,100		8,634,420		8,665,800		8,697,240		8,728,740		8,760,300		8,791,920		8,823,600		8,855,340		8,887,140		8,919,000		8,950,920		8,982,900		9,014,940		9,047,040		9,079,200		9,111,420		9,143,700		9,176,040		9,208,440		9,240,900		9,273,420		9,305,940		9,338,520		9,371,160		9,403,860		9,436,620		9,469,440		9,502,320		9,535,260		9,568,260		9,601,320		9,634,440		9,667,620		9,700,860		9,734,160		9,767,520		9,800,940		9,834,420		9,867,960		9,901,560		9,935,220		9,968,940		1,002,720		1,006,560		1,010,460		1,014,420		1,018,440		1,022,520		1,026,660		1,030,860		1,035,120		1,039,440		1,043,820		1,048,260		1,052,760		1,057,320		1,061,940		1,066,620		1,071,360		1,076,160		1,081,020	

APPENDIX I

Salary Schedule J
Effective October 1, 1991

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONTINUOUS SERVICE					
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY				
1	26,700	2,225	28,032	2,336	29,448	2,454	30,936	2,578	32,448	2,704	34,116	2,843	35,808	2,984	37,560	3,130	39,492	3,291	41,460	3,455
2	29,448	2,454	30,936	2,578	32,448	2,704	34,116	2,843	35,808	2,984	37,560	3,130	39,492	3,291	41,460	3,455	43,380	3,615	45,336	3,778
3	32,448	2,704	34,116	2,843	35,808	2,984	37,560	3,130	39,492	3,291	41,460	3,455	43,380	3,615	45,336	3,778	47,364	3,947	49,440	4,120
4	35,808	2,984	37,560	3,130	39,492	3,291	41,460	3,455	43,380	3,615	45,336	3,778	47,364	3,947	49,440	4,120	51,696	4,308	54,024	4,502
5	39,492	3,291	41,460	3,455	43,380	3,615	45,336	3,778	47,364	3,947	49,440	4,120	51,696	4,308	54,024	4,502	56,448	4,704	59,004	4,917

(Continued from page 22066)

SECTION 1. The collective bargaining agreement between the City of Chicago and the Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (A.F.L.-C.I.O.), in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Chicago And Northeast Illinois District

Council United Brotherhood Of Carpenters

And Joiners Of America (A.F.L.-C.I.O.).

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (A.F.L.-C.I.O.) (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Carpenter

Lathe And Form Mechanic

Foreman Of Carpenters

General Foreman Of Carpenters

General Foreman Of General Trades

Lather

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services,

processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rate effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.3 General Foreman Of General Trades.

Effective July 1, 1988, the General Foreman of General Trades will receive \$4.50 per hour more than a Carpenter in accordance with Sections 4.1 and 4.2 and as set forth in Appendix A.

Effective January 1, 1989 and for the life of this Agreement, the General Foreman of General Trades will receive \$5.25 per hour more than a Carpenter in accordance with Sections 4.1 and 4.2 and as set forth in Appendix A.

Article 5.

Hours Of Work And Overtime.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, and two (2) consecutive days off, with a one-half (1/2) hour unpaid lunch period in the middle of the day except where other hours are currently in effect.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall be between the hours of 8:00 A.M. and 4:30 P.M., except where different hours are currently in effect.

Section 5.2 Overtime.

Overtime and premium pay shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement (Mid-American Regional Bargaining Association -- Area Agreement) which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of eight (8) hours worked in any 24-hour period shall be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first two (2) hours of overtime worked after the regular eight (8) hour shift and two (2) times the regular straight time hourly rate of pay for overtime worked in excess of two (2) hours after the regular eight (8) hour shift. Work required to be performed before a regular work shift shall be paid for at two (2) times the regular straight time hourly rate of pay.

Work performed on Saturday, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first regularly scheduled eight (8) hours of overtime worked; all other overtime on Saturday shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Sunday, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the

employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Section 5.4 Call-In Pay.

Employees called for work outside of their regular working hours shall be guaranteed at least four (4) hours pay at the rate which is applicable for the particular time, unless the employee is prevented from working for reasons beyond the control of the Employer.

Section 5.5 Acting Up.

An employee who is directed to perform and does perform substantially all of the duties of a higher classification to the satisfaction of the Employer for more than five (5) consecutive working days shall be paid retroactively to the first day at the higher rate.

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday

5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to May 30, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of

Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after May 30, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to

accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to May 30, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after May 30, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after twelve (12) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former

employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits:*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.

- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation. The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leaves.

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

Section 10.6 Personal Leaves.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the

employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the

City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5 day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30 day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30 day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30 day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed

to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following

instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules

for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit

such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Carpenter is on vacation, a Roofer shall not be assigned as a replacement Carpenter. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 14.8 Filling Of Vacancies.

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

The Employer shall post vacancies for 14 days and the Union shall be provided a copy of said posting no later than the first day of posting.

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. The Employer shall select the most qualified applicant. In making selections bargaining unit applicants shall be given preference over non-bargaining unit applicants unless non-bargaining unit applicants have demonstrably greater skill and ability to perform the work. Where bargaining unit applicants are relatively equally qualified, the Employer shall select the most senior employee of those applying. The Employer shall determine whether employees

are "relatively equally qualified." "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title) citywide.

Section 14.9 Apprenticeship Program.

The agreement between the Employer and the Union for an "Apprenticeship Program", as set forth in Appendix B, is appended to, and made a part of this Agreement.

Article 15.

Layoffs And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. 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.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title) citywide.

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

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of

the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change

or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form.

The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more

than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendices "A" and "B" attached to this agreement read as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Carpenter	\$19.00/hr.	\$19.75/hr.			
Lathe and Form Mechanic	19.00/hr.	19.75/hr.			
Foremen of Carpenters	20.00/hr.	20.75/hr.			
General Foreman of Carpenters	3,511/mo.	3,641/mo.			
General Foreman of General Trades	3,738/mo.	4,203.33/mo. *			
Lather	19.00/hr.	19.75/hr.			

*Effective January 1, 1989 4,333.33/mo.

*Appendix "B".**Apprenticeship Agreement.*

This Agreement, entered into this third day of April, 1987 between the City of Chicago, hereinafter referred to as the Employer, and the Chicago and Northeast Illinois District Council, United Brotherhood of Carpenters.

Whereas, the Employer and the Union are desirous of entering into an Agreement for the employment and training of apprentices in conformity with the standards of the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Program of Chicago, Illinois and Vicinity, which standards are hereby made a party of the Agreement as if expressly written herein; and thereafter, in consideration of the premises and of the mutual covenant herein contained, they do hereby mutually covenant and agree as follows:

That the Employer agrees to employ apprentices for the purpose of enabling said apprentices to learn and acquire the trade or craft of carpentry and sub- divisions of the trade under the terms and conditions contained in the Apprenticeship Standards attached to this Agreement and made a part thereof.

That the Union agrees to an addendum to the Collective Bargaining Agreement with the Employer by allowing the use of apprentices in accordance with this Agreement within the terms of the City Agreement, as amended. In the event of conflict the term of this apprenticeship Agreement shall control.

Therefore, the following addendum to the Collective Bargaining Agreement shall apply:

1. The Employer agrees to pay \$.17 per hour into the Chicago and Northeast District Council of Carpenters Apprentice and Trainee Program and to be bound by, and comply with the terms of said trust.
2. Payment shall be 175 hours a month times the number of Carpenters and Apprentice Carpenters employed by the City.
3. The duration of this Agreement shall be from the date of execution and thereafter, running concurrently with the Collective Bargaining Agreement between the Union and the City and any extension thereof.
4. The City agrees further that if the apprentice contribution rate increases in private sector area wide negotiations, the City shall pay any additional sums as called for by the private sector area wide bargaining for the remainder of this contract and any extensions thereof.
5. The Employer agrees that they shall select the apprentice or apprentices to be hired from the eligibility list submitted to them by the Apprentice Coordinator.

6. All applicants for apprenticeship shall meet all the prescribed standards required by the Trust Agreement and shall have equal opportunity.

7. The number of apprentices to be employed by the City shall not at any time exceed a 2 to 6 ratio with Journeyman, unless mutually agreed to by the City and the Union.

8. The Employer acknowledges that the hiring of apprentices shall not cause a layoff of Carpenters working for the City of Chicago, it being further understood that in a case of layoff, apprentices shall be laid off first and rehired last.

9. The term of an apprentice shall be according to the Trust Agreement as adopted.

10. The regular wage rate for apprentices shall be the following respective percentage of the current wage rate for Journeyman plus fringe benefits as implemented from the date of first hire for Carpenters employed by the City of Chicago:

Percentage Of Journeyman's Rate	Time Period To Be Paid
40%	First Year Apprentice
50%	Second Year Apprentice
65%	Third Year Apprentice
80%	Fourth Year Apprentice.

The Apprenticeship Fund shall issue a report of credited school days completed for the purpose of establishing the apprentice's wage rate, providing copies to the apprentice's employer and coordinator.

11. Apprentices who successfully complete the apprenticeship training and are graduated by the Chicago and Northeast Illinois District Council Apprenticeship Committee of Chicago, Illinois and Vicinity shall not be required to file an application for a position as Carpenter, but will be appointed as Journeyman Carpenters with full career service status of vacancies and fund permit, or shall be placed on the recall list and shall be hired following any previously laid off Carpenters.

12. It is agreed that Apprentices may not work alone except in the case of a fourth year Apprentice who shall be supervised by a Journeyman Carpenter.

In Witness Whereof the parties hereunto set their hands and seals:

[Signature forms omitted for printing purposes.]

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH CHICAGO TYPOGRAPHICAL UNION,
LOCAL UNION NUMBER 16.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Chicago Typographical Union, Local Union Number 16.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Chicago Typographical Union, Local Union Number 16, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago
Agreement With
Chicago Typographical Union,
Local Union Number 16.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Chicago Typographical Union, Local Number 16 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications, located in the Graphics and Reproduction Center only:

Photographic Technician
Senior Photographic Technician
Principal Photographic Technician
Reprographics Technician I
Reprographics Technician II
Reprographics Technician III
Reprographics Technician IV
Graphic Artist II

Graphic Artist III

Reprographics Coordinator II

Supervisor of Equipment and Supplies

Program Specialist I

Printer

Visual Display Artist

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

The job classifications listed in Article 1 above are for descriptive purposes only. Their uses are neither an indication nor a guarantee that those classifications or titles will continue to be utilized by the City.

Article 3.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested

exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Section 3.1

Whenever the male or female gender is used in this Agreement, it shall be construed to include both male and female employees.

Article 4.

Holidays.

Section 4.1

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

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

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 4.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 4.1, he/she shall be paid at the rate of two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked. When an employee is required to work on any holiday enumerated above, a minimum of 4 hours of work must be paid for.

If an hourly paid employee is not required to work on a calendar holiday, specified in Section 4.1, such employee shall be paid seven hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 4.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 4.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 4.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 5.

Vacations.

Section 5.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 5.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 5.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Section 5.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 5.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 13 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 5.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 7 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 5.6

Vacation picks will be granted by classification priority (seniority) provided however, the Department Head or his/her designee shall have the right to determine the number and scheduling of employees who can be on vacation at any one time without hindering the operation of the Department.

Not later than May 1st of each calendar year, employees must submit in writing their preferences for utilization of vacation time for the ensuing year to the Department Head or his/her designee. Where the Employer is unable to grant vacation preferences for all employees within a position classification, but is able to grant some, the preferred vacation periods will be granted on the basis of classification priority (seniority). If an employee splits his/her vacation, said classification seniority will apply only to the 1st pick.

If employees do not submit vacation preferences by May 1st, or employees request vacation prior to May 1st, vacations will be scheduled by the Department Head or his/her designee in a manner that ensures the efficient operation of the Department.

Employees who file their preference by May 1st shall be notified of the vacation schedules not later than May 15th of that vacation year.

Section 5.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 5.6 above. Such

day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 5.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 6.

Continuous Service.

Section 6.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 6.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 6.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 6.4 Break-In-Service.

Notwithstanding the provisions or any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than (2) years if the employee has (5) or more years of service at the time of the layoff.

Section 6.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined

or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 6.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 6.6 Filling Vacancies.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

Article 7.

Wages And Allowances.

Section 7.1

Employees, where there has not been an agreement to the contrary, shall be paid the hourly wage rate negotiated by the Chicago Typographical Union No. 16, in its area-wide collective bargaining agreement with the Union Employers Association, Division of Printing Industry of Illinois Association then in effect on July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991; as set forth in Exhibit "A", appended to and made a part of this Agreement.

Section 7.2

Employees referred to in items A through E below are defined as Photographic Technician, Senior Photographic Technician, Principal Photographic Technician, Reprographic Technician I, Reprographic Technician II, Reprographic Technician III, Reprographic Technician IV, Graphic Artist II, Graphic Artist III, Reprographics Coordinator II, Supervisor of Equipment and Supplies, Program Specialist I, and Visual Display Artist.

- A. Full-time employees on the payroll on January 1, 1988 who remain actively employed or who retire, voluntarily resign or are deceased prior to July 1, 1988 will receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.
- B. In 1988, a 1% increase will be granted to employees, effective July 1, 1988.
- C. In 1989, a 3% increase will be granted to employees, effective July 1, 1989.
- D. In 1990, a 2% increase will be granted to employees effective July 1, 1990, and a 2.5% increase effective October 1, 1990.
- E. In 1991, a 3% increase will be granted to employees effective July 1, 1991, and a 4% increase effective October 1, 1991. The basic wage and salary schedules for job classifications covered by this section are appended hereto as Exhibits B, C, D, E, F, and G.

Section 7.3

New printers who are without appropriate experience shall be compensated according to the following schedule:

- 1st 12 months of satisfactory service -- 60% of Journeyman Printer rate.
- 2nd 12 months of satisfactory service -- 70% of Journeyman Printer rate.
- 3rd 12 months of satisfactory service -- 80% of Journeyman Printer rate.
- 4th 12 months of satisfactory service -- 90% of Journeyman Printer rate.
- Thereafter 100% of Journeyman Printer rate.

Section 7.4 Acting In A Higher Rated Job.

Any employee who is directed to perform and does perform substantially all of the duties of a higher rated classification to the satisfaction of the Employer for more than 30 days shall be paid at the higher rate.

Section 7.5 Reporting Pay.

Any hourly employee covered by this Agreement who reports for work as scheduled or assigned shall receive a minimum of 2 hours pay, where the employee has not been told at least 3 hours prior to the employee's starting time not to report to work, except for reasons beyond the Employer's control. When salaried employees report for work and are unable to start work due to circumstances beyond their control, they shall not suffer any loss of pay provided they remain on the premises ready to work, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.

Section 7.6 Call In Pay.

Employees called in for work outside their regular working hours shall be compensated for not less than 4 hours at their regular rate, except for reasons beyond the Employer's control.

Article 8.

Hours And Overtime.

Section 8.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of:

five (5) consecutive days, beginning on Monday and ending on Friday.

Work shifts shall begin as follows:

the normal work day shall begin at 8:30 A.M. and end at 4:30 P.M.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 8.2 Overtime.

All work performed in excess of eight (8) hours on a regularly scheduled workday shall be considered overtime and shall be paid for at the rate of one and one-half (1-1/2) times the regular straight time rate provided the employee has forty hours of work in the workweek or is absent with the Employer's permission. All work performed on Saturday, when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Work performed between 35 and 40 hours worked per week which is not covered above shall be compensated at straight time in the form of compensatory time.

Employees may elect compensatory time in lieu of pay for approved overtime for work in excess of 40 hours worked in a week. Subject to the requirements of applicable law, any such earned compensatory time may not be accumulated in excess of 240 hours.

Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 8.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period or time among the employees within the same classification and within the same work location. Refusals of overtime shall be counted as overtime worked for the purpose of equal distribution.

When scheduled overtime is required, the Employer shall endeavor to give employees at least one hour's advance notice if the Employer knows and, in any event, the Employer will give as much notice as reasonably possible.

Section 8.4 Use Of Compensatory Time.

An employee shall use his/her compensatory time within a reasonable period of time after it is earned. If, however, an employee's request to use said compensatory time is denied by the Employer, he or she may continue to carry such time up to one year,

whereupon the employee may ask for liquidation of said compensatory time in cash, or may, subject to the approval of the Employer, continue to carry over such compensatory time. In case of an emergency, compensatory time may be used with proper notification to the Employer. Permission for such emergency use of compensatory time shall not be unreasonably denied.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed seven (7) hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of the Agreement. This provision will not affect any accumulated sick leave such employees may have had at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Union Representation.

Section 11.1 Union Chapel Chairmen (Stewards).

The Union will advise the Employer in writing, of the names of the Chapel Chairmen (stewards) in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Chapel Chairmen (stewards) will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Chapel Chairmen (stewards) shall

notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Chapel Chairmen (stewards) to engage in such activities.

Employees acting as Chapel Chairmen (stewards) shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Chapel Chairmen (stewards) from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 11.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 11.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Section 11.4 Chapel Meetings.

The Union shall have suitable space on the Employer's premises for monthly Union meetings, which shall be held during the employees lunch period, provided that such meetings shall be subject to the Employer's reasonable rules for use of City facilities.

Article 12.

Discipline And Grievance/Arbitration.

Section 12.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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 12.1 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.

Section 12.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

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 12.2, Step III.

Section 12.3 Grievance And Arbitration.

Except as in disciplinary provisions of 12.1 and 12.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in

compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.

- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to

investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 13.

No Strikes -- No Lockout.

Section 13.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 13.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including:

(a) publicly disclaiming such action as not called or sanctioned by the Union, and

(b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to

immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 13.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 13.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 14.

Dues Check-Off And Fair Share.

Section 14.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court or other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 14.1, 14.2, 14.3 and 14.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 14.2

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a semi-monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 14.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 14.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 15.

Miscellaneous.

Section 15.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of

the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 15.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a Reprographic Technician is on vacation, a Clerk shall not be assigned as a replacement Reprographic Technician. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 15.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 15.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 15.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 15.6 Bulletin Boards.

The Union shall have the right to bulletin board space at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards. The Chapel Chairman shall have sole responsibility for all material posted on the chapel bulletin boards.

Section 15.7 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 15.8 Negotiating Team.

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of regular straight time pay.

Section 15.9 Labor-Management Committee.

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than two (2) representatives to a labor-management committee for this purpose. The Director of Labor Relations shall be sent a written agenda by the Union for any meeting seven (7) days prior to said meeting.

Section 15.10 Just Cause Standard.

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 15.11 File Inspection.

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours except for information which the Employer deems confidential.

Section 15.12 Limitation On Use Of File Material.

It is agreed that any material and/or matter not available for inspection, as provided for in Section 15.11 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 15.13 Use And Destruction Of File Material.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings. Any record of discipline may be used for a period of time not to exceed three (3) years and shall thereafter not be used to support or as evidence of adverse employment action, unless a pattern of sustained infraction exists.

Section 15.14 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standard established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 16.

Layoffs And Re-employment.

Section 16.1 Notice Of Layoffs.

When there is an impending layoff with respect to any employee in the bargaining unit, if the Employer knows, the Employer shall inform the affected Union no later than fourteen (14) days prior to such layoff. The Employer will provide the Union the names of all employees to be laid off prior to the layoff. All affected employees shall receive notice in writing of the layoff, if the Employer knows, at least fourteen (14) days in advance of the effective date of such layoffs.

Section 16.2 Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department, 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 service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off subject to the same provisos.

Section 16.3 Hiring During Layoffs.

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Section 16.4 Recall.

Employees shall be recalled in reverse order of layoff.

Article 17.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 18.

Nondiscrimination.

Section 18.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 18.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 18.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 19.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 20.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 15th day of December, 1988.

[Signature forms omitted for printing purposes.]

[Exhibits "C" through "I" attached to this agreement printed on pages 22143 through 22149 of this Journal.]

Exhibits "A" and "B" attached to this agreement read as follows:

Exhibit "A".

<i>Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Printer	\$16.33/hr.	\$16.73/hr.			

Exhibit "B".

<i>Bargaining Unit Titles</i>	<i>Grade</i>
Photographic Technician	N4
Senior Photographic Technician	N6
Principal Photographic Technician	N8
Reprographics Technician I	N1
Reprographics Technician II	N3
Reprographics Technician III	N5

Reprographics Technician IV	N7
Graphic Artist II	N5
Graphic Artist III	N7
Reprographics Coordinator II	N7
Supervisor of Equipment and Supplies	N11
Program Specialist I	N7
Visual Display Artist	N10

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH GLAZIERS, ARCHITECTURAL METAL
AND GLASS WORKERS LOCAL UNION NUMBER
27, CHICAGO AND VICINITY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Glaziers, Architectural Metal and Glass Workers Local Union Number 27, Chicago and Vicinity.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 12250)

EXHIBIT C

Salary Schedule N
Effective 1/1/88

CLASS GRADE	ENTRANCE		INTERMEDIATE RATE		TOP BASE		AFTER 1 YR. AT TOP BASE FOR CONTINUOUS SERVICE		AFTER 1 YR. AT 3RD LONG. SERV. PRG. CONTINUOUS SERVICE		AFTER 1 YR. AT 4TH LONG. SERV. PRG. CONTINUOUS SERVICE	
	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY
1 ANNUAL	12,672	1,056	13,272	1,106	14,580	1,215	15,288	1,274	16,056	1,338	17,724	1,477
1 MONTHLY	1,056	1,106	1,156	1,215	1,274	1,338	1,405	1,477	1,550	1,623	1,708	1,793
2 ANNUAL	13,272	1,106	13,872	1,156	14,580	1,215	15,288	1,274	16,056	1,338	17,724	1,477
2 MONTHLY	1,106	1,156	1,215	1,274	1,338	1,405	1,477	1,550	1,623	1,708	1,793	1,882
3 ANNUAL	13,872	1,156	14,580	1,215	15,288	1,274	16,056	1,338	17,724	1,477	18,600	1,550
3 MONTHLY	1,156	1,215	1,274	1,338	1,405	1,477	1,550	1,623	1,708	1,793	1,882	1,975
4 ANNUAL	15,288	1,274	16,056	1,338	17,724	1,477	18,600	1,550	19,476	1,623	20,496	1,708
4 MONTHLY	1,274	1,338	1,405	1,477	1,550	1,623	1,708	1,793	1,882	1,975	2,076	2,182
5 ANNUAL	16,056	1,405	17,724	1,477	18,600	1,550	19,476	1,623	20,496	1,708	21,516	1,793
5 MONTHLY	1,405	1,477	1,550	1,623	1,708	1,793	1,882	1,975	2,076	2,182	2,288	2,404
6 ANNUAL	18,600	1,550	19,476	1,623	20,496	1,708	21,516	1,793	22,584	1,882	23,700	1,975
6 MONTHLY	1,550	1,623	1,708	1,793	1,882	1,975	2,076	2,182	2,288	2,404	2,524	2,648
7 ANNUAL	20,496	1,708	21,516	1,793	22,584	1,882	23,700	1,975	24,912	2,076	26,184	2,182
7 MONTHLY	1,708	1,793	1,882	1,975	2,076	2,182	2,288	2,404	2,524	2,648	2,783	2,921
8 ANNUAL	22,584	1,882	23,700	1,975	24,912	2,076	26,184	2,182	27,456	2,288	28,848	2,404
8 MONTHLY	1,882	1,975	2,076	2,182	2,288	2,404	2,524	2,648	2,783	2,921	3,059	3,196
9 ANNUAL	24,912	2,076	26,184	2,182	27,456	2,288	28,848	2,404	30,288	2,524	31,776	2,648
9 MONTHLY	2,076	2,182	2,288	2,404	2,524	2,648	2,783	2,921	3,059	3,196	3,339	3,486
10 ANNUAL	27,456	2,288	28,848	2,404	30,288	2,524	31,776	2,648	33,396	2,783	34,992	2,921
10 MONTHLY	2,288	2,404	2,524	2,648	2,783	2,921	3,059	3,196	3,339	3,486	3,639	3,796
11 ANNUAL	30,288	2,524	31,776	2,648	33,396	2,783	34,992	2,921	36,708	3,059	38,352	3,196
11 MONTHLY	2,524	2,648	2,783	2,921	3,059	3,196	3,339	3,486	3,639	3,796	3,954	4,114

EXHIBIT D

Salary Schedule M
Effective 7/1/88

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONTINUOUS SERVICE		AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONTINUOUS SERVICE																																									
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY																																								
1	12,804	1,067	13,404	1,117	14,016	1,168	14,724	1,227	15,444	1,287	16,212	1,351	17,028	1,419	17,904	1,492	18,792	1,566	19,668	1,639	20,700	1,725	21,732	1,811	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845
2	13,404	1,117	14,016	1,168	14,724	1,227	15,444	1,287	16,212	1,351	17,028	1,419	17,904	1,492	18,792	1,566	19,668	1,639	20,700	1,725	21,732	1,811	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845		
3	14,016	1,168	14,724	1,227	15,444	1,287	16,212	1,351	17,028	1,419	17,904	1,492	18,792	1,566	19,668	1,639	20,700	1,725	21,732	1,811	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845				
4	15,444	1,287	16,212	1,351	17,028	1,419	17,904	1,492	18,792	1,566	19,668	1,639	20,700	1,725	21,732	1,811	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845								
5	17,028	1,419	17,904	1,492	18,792	1,566	19,668	1,639	20,700	1,725	21,732	1,811	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845												
6	18,792	1,566	19,668	1,639	20,700	1,725	21,732	1,811	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845																
7	20,700	1,725	21,732	1,811	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845																				
8	22,812	1,901	23,940	1,995	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845																								
9	25,164	2,097	26,448	2,204	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845																												
10	27,732	2,311	29,088	2,428	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845																																
11	30,588	2,549	32,088	2,674	33,732	2,811	35,400	2,950	37,080	3,090	38,736	3,228	40,464	3,372	42,252	3,521	44,160	3,680	45,948	3,845																																				

EXHIBIT F

Salary Schedule
Effective 7/1/90

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT 1ST LONGEV. STEP CONTINUOUS SERVICE		AFTER 1 YR. AT 2ND LONGEV. STEP CONTINUOUS SERVICE		AFTER 1 YR. AT 3RD LONGEV. STEP CONTINUOUS SERVICE		AFTER 1 YR. AT 4TH LONGEV. STEP CONTINUOUS SERVICE	
	FIRST MONTHS	MONTHS	NEXT 12 MONTHS	MONTHS	NEXT 12 MONTHS	MONTHS	NEXT 12 MONTHS	MONTHS	NEXT 12 MONTHS	MONTHS	NEXT 12 MONTHS	MONTHS	NEXT 12 MONTHS	MONTHS
1 ANNUAL	13,452	14,088	14,724	15,468	16,236	17,040	17,892	18,816	19,740	20,664	21,612	22,624	23,708	24,864
1 MONTHLY	1,121	1,174	1,227	1,289	1,353	1,420	1,491	1,568	1,645	1,722	1,803	1,884	1,968	2,056
2 ANNUAL	14,088	14,724	15,468	16,236	17,040	17,892	18,816	19,740	20,664	21,612	22,624	23,708	24,864	26,096
2 MONTHLY	1,174	1,227	1,289	1,353	1,420	1,491	1,568	1,645	1,722	1,803	1,884	1,968	2,056	2,152
3 ANNUAL	14,724	15,468	16,236	17,040	17,892	18,816	19,740	20,664	21,612	22,624	23,708	24,864	26,096	27,408
3 MONTHLY	1,227	1,289	1,353	1,420	1,491	1,568	1,645	1,722	1,803	1,884	1,968	2,056	2,152	2,256
4 ANNUAL	15,468	16,236	17,040	17,892	18,816	19,740	20,664	21,612	22,624	23,708	24,864	26,096	27,408	28,800
4 MONTHLY	1,353	1,420	1,491	1,568	1,645	1,722	1,803	1,884	1,968	2,056	2,152	2,256	2,364	2,484
5 ANNUAL	16,236	17,040	17,892	18,816	19,740	20,664	21,612	22,624	23,708	24,864	26,096	27,408	28,800	30,240
5 MONTHLY	1,491	1,568	1,645	1,722	1,803	1,884	1,968	2,056	2,152	2,256	2,364	2,484	2,608	2,744
6 ANNUAL	17,040	17,892	18,816	19,740	20,664	21,612	22,624	23,708	24,864	26,096	27,408	28,800	30,240	31,744
6 MONTHLY	1,645	1,722	1,803	1,884	1,968	2,056	2,152	2,256	2,364	2,484	2,608	2,744	2,884	3,036
7 ANNUAL	17,892	18,816	19,740	20,664	21,612	22,624	23,708	24,864	26,096	27,408	28,800	30,240	31,744	33,312
7 MONTHLY	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551	2,678	2,809	2,953	3,100	3,252	3,412
8 ANNUAL	18,816	19,740	20,664	21,612	22,624	23,708	24,864	26,096	27,408	28,800	30,240	31,744	33,312	34,944
8 MONTHLY	1,997	2,096	2,203	2,315	2,428	2,551	2,678	2,809	2,953	3,100	3,252	3,412	3,580	3,756
9 ANNUAL	19,740	20,664	21,612	22,624	23,708	24,864	26,096	27,408	28,800	30,240	31,744	33,312	34,944	36,648
9 MONTHLY	2,203	2,315	2,428	2,551	2,678	2,809	2,953	3,100	3,252	3,412	3,580	3,756	3,944	4,148
10 ANNUAL	20,664	21,612	22,624	23,708	24,864	26,096	27,408	28,800	30,240	31,744	33,312	34,944	36,648	38,424
10 MONTHLY	2,428	2,551	2,678	2,809	2,953	3,100	3,252	3,412	3,580	3,756	3,944	4,148	4,368	4,604
11 ANNUAL	21,612	22,624	23,708	24,864	26,096	27,408	28,800	30,240	31,744	33,312	34,944	36,648	38,424	40,272
11 MONTHLY	2,678	2,809	2,953	3,100	3,252	3,412	3,580	3,756	3,944	4,148	4,368	4,604	4,856	5,124

EXHIBIT G

Salary Schedule
Effective 10/1/90

CLASS GRADE	ENTRANCE RATE		NEXT 12 MONTHS		INTERMEDIATE RATE		NEXT 12 MONTHS		TOP BASE RATE		AFTER 1 YR. AT TOP BASE RATE		AFTER 1 YR. AT 1ST LONG. SERV. INCR.		AFTER 1 YR. AT 2ND LONG. SERV. INCR.		AFTER 1 YR. AT 3RD LONG. SERV. INCR.			
	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL		
1	13,788	164,436	14,436	170,816	15,096	181,152	15,852	190,224	16,644	200,328	17,472	210,432	18,336	220,544	19,284	230,664	20,232	240,792	21,180	250,920
2	14,436	173,216	15,096	181,152	15,852	190,224	16,644	200,328	17,472	210,432	18,336	220,544	19,284	230,664	20,232	240,792	21,180	250,920	22,296	261,168
3	15,096	181,152	15,852	190,224	16,644	200,328	17,472	210,432	18,336	220,544	19,284	230,664	20,232	240,792	21,180	250,920	22,296	261,168	23,400	271,520
4	16,644	200,328	17,472	210,432	18,336	220,544	19,284	230,664	20,232	240,792	21,180	250,920	22,296	261,168	23,400	271,520	24,564	282,072	25,776	292,608
5	18,336	220,544	19,284	230,664	20,232	240,792	21,180	250,920	22,296	261,168	23,400	271,520	24,564	282,072	25,776	292,608	27,096	303,312	28,476	314,160
6	20,232	240,792	21,180	250,920	22,296	261,168	23,400	271,520	24,564	282,072	25,776	292,608	27,096	303,312	28,476	314,160	29,868	325,488	31,380	337,200
7	22,296	261,168	23,400	271,520	24,564	282,072	25,776	292,608	27,096	303,312	28,476	314,160	29,868	325,488	31,380	337,200	32,940	348,840	34,548	361,608
8	24,564	282,072	25,776	292,608	27,096	303,312	28,476	314,160	29,868	325,488	31,380	337,200	32,940	348,840	34,548	361,608	36,324	374,952	38,136	388,272
9	27,096	303,312	28,476	314,160	29,868	325,488	31,380	337,200	32,940	348,840	34,548	361,608	36,324	374,952	38,136	388,272	39,936	398,400	41,724	411,720
10	29,868	325,488	31,380	337,200	32,940	348,840	34,548	361,608	36,324	374,952	38,136	388,272	39,936	398,400	41,724	411,720	43,572	425,440	45,516	439,116
11	32,940	348,840	34,548	361,608	36,324	374,952	38,136	388,272	39,936	398,400	41,724	411,720	43,572	425,440	45,516	439,116	47,556	450,072	49,680	465,120

EXHIBIT R

Salary Schedule
Effective 7/1/91

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT 1ST LONG. STEP & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONTINUOUS SERVICE
	FIRST MONTHS	NEXT 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS					
1 ANNUAL	14,196	14,868	15,552	16,332	17,148	18,000	18,888	19,860	20,844	21,816	21,816
1 MONTHLY	1,183	1,239	1,296	1,361	1,429	1,500	1,574	1,655	1,737	1,818	1,818
2 ANNUAL	14,868	15,552	16,332	17,148	18,000	18,888	19,860	20,844	21,816	22,968	22,968
2 MONTHLY	1,239	1,296	1,361	1,429	1,500	1,574	1,655	1,737	1,818	1,914	1,914
3 ANNUAL	15,552	16,332	17,148	18,000	18,888	19,860	20,844	21,816	22,968	24,108	24,108
3 MONTHLY	1,296	1,361	1,429	1,500	1,574	1,655	1,737	1,818	1,914	1,914	2,009
4 ANNUAL	17,148	18,000	18,888	19,860	20,844	21,816	22,968	24,108	25,296	26,544	26,544
4 MONTHLY	1,429	1,500	1,574	1,655	1,737	1,818	1,914	2,009	2,108	2,108	2,212
5 ANNUAL	18,888	19,860	20,844	21,816	22,968	24,108	25,296	26,544	27,912	29,328	29,328
5 MONTHLY	1,574	1,655	1,737	1,818	1,914	2,009	2,108	2,212	2,326	2,444	2,444
6 ANNUAL	20,844	21,816	22,968	24,108	25,296	26,544	27,912	29,328	30,768	32,316	32,316
6 MONTHLY	1,737	1,818	1,914	2,009	2,108	2,212	2,326	2,444	2,564	2,693	2,693
7 ANNUAL	22,968	24,108	25,296	26,544	27,912	29,328	30,768	32,316	33,924	35,580	35,580
7 MONTHLY	1,914	2,009	2,108	2,212	2,326	2,444	2,564	2,693	2,827	2,965	2,965
8 ANNUAL	25,296	26,544	27,912	29,328	30,768	32,316	33,924	35,580	37,416	39,276	39,276
8 MONTHLY	2,108	2,212	2,326	2,444	2,564	2,693	2,827	2,965	3,118	3,273	3,273
9 ANNUAL	27,912	29,328	30,768	32,316	33,924	35,580	37,416	39,276	41,336	42,972	42,972
9 MONTHLY	2,326	2,444	2,564	2,693	2,827	2,965	3,118	3,273	3,428	3,591	3,591
10 ANNUAL	30,768	32,316	33,924	35,580	37,416	39,276	41,336	42,972	44,880	46,884	46,884
10 MONTHLY	2,564	2,693	2,827	2,965	3,118	3,273	3,428	3,591	3,740	3,907	3,907
11 ANNUAL	33,924	35,580	37,416	39,276	41,336	42,972	44,880	46,884	48,984	51,168	51,168
11 MONTHLY	2,827	2,965	3,118	3,273	3,428	3,591	3,740	3,907	4,082	4,264	4,264

EXHIBIT I

Safety Schedule
Effective 10/1/91

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 1ST LONG. STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 2ND LONG. STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 3RD LONG. STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT 4TH LONG. STEP & 25 YRS. CONTINUOUS SERVICE
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS					
1 ANNUAL	14,760	15,468	16,176	16,980	17,832	18,720	19,644	20,652	21,672	22,692	
1 MONTHLY	1,230	1,289	1,348	1,415	1,486	1,560	1,637	1,721	1,806	1,891	
2 ANNUAL	15,468	16,176	16,980	17,832	18,720	19,644	20,652	21,672	22,692	23,892	
2 MONTHLY	1,289	1,348	1,415	1,486	1,560	1,637	1,721	1,806	1,891	1,991	
3 ANNUAL	16,176	16,980	17,832	18,720	19,644	20,652	21,672	22,692	23,892	25,068	
3 MONTHLY	1,348	1,415	1,486	1,560	1,637	1,721	1,806	1,891	1,991	2,089	
4 ANNUAL	17,832	18,720	19,644	20,652	21,672	22,692	23,892	25,068	26,304	27,600	
4 MONTHLY	1,486	1,560	1,637	1,721	1,806	1,891	1,991	2,089	2,192	2,300	
5 ANNUAL	19,644	20,652	21,672	22,692	23,892	25,068	26,304	27,600	29,028	30,504	
5 MONTHLY	1,637	1,721	1,806	1,891	1,991	2,089	2,192	2,300	2,419	2,542	
6 ANNUAL	21,672	22,692	23,892	25,068	26,304	27,600	29,028	30,504	32,004	33,612	
6 MONTHLY	1,806	1,891	1,991	2,089	2,192	2,300	2,419	2,542	2,667	2,801	
7 ANNUAL	23,892	25,068	26,304	27,600	29,028	30,504	32,004	33,612	35,280	37,008	
7 MONTHLY	1,991	2,089	2,192	2,300	2,419	2,542	2,667	2,801	2,940	3,084	
8 ANNUAL	26,304	27,600	29,028	30,504	32,004	33,612	35,280	37,008	38,916	40,848	
8 MONTHLY	2,192	2,300	2,419	2,542	2,667	2,801	2,940	3,084	3,243	3,404	
9 ANNUAL	29,028	30,504	32,004	33,612	35,280	37,008	38,916	40,848	42,780	44,688	
9 MONTHLY	2,419	2,542	2,667	2,801	2,940	3,084	3,243	3,404	3,565	3,724	
10 ANNUAL	32,004	33,612	35,280	37,008	38,916	40,848	42,780	44,688	46,680	48,756	
10 MONTHLY	2,667	2,801	2,940	3,084	3,243	3,404	3,565	3,724	3,890	4,063	
11 ANNUAL	35,280	37,008	38,916	40,848	42,780	44,688	46,680	48,756	50,940	53,220	
11 MONTHLY	2,940	3,084	3,243	3,404	3,565	3,724	3,890	4,063	4,245	4,435	

(Continued from page 22142)

SECTION 1. The collective bargaining agreement between the City of Chicago and the Glaziers, Architectural Metal and Glass Workers Local Union Number 27, Chicago and Vicinity, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Glaziers, Architectural Metal And Glass Workers

Local Union Number 27, Chicago And Vicinity.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and Local 27, Glaziers, Architectural Metal and Glass Workers (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Glazier Foreman

Glazier

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Rates Of Pay.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal work week shall consist of 5 consecutive 8-hour days and 2 consecutive days off, except where the Employer's operations require difference scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. as determined by the Employer.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first two hours of overtime work; all other overtime work shall be paid for at two (2) times the regular straight time hourly rate of pay.

Work performed on Saturday or Sunday, when Saturday or Sunday is not part of the employee's regular workweek; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There

shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

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

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

c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility.

Continuous Service As Of July 1

Vacation

Less than 6 years 11 days

(effective 1/1/89 -- 13 days)

6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the Department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation

Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

*Article 9.**Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed 8 hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during

the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave such employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leaves.

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

Section 10.7 Medical Leaves.

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be

renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts,

drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

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, 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 may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working

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

Step 4.

If the matter is not settled in 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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee

may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.

- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee in writing and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the

instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

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

wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available; the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the local Union, and shall remit such deductions on a semi-monthly basis to the local Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of the local Union Agreement. The local Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the local Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a Glazier is on vacation, a Clerk shall not be assigned as a replacement Glazier. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs And Recall.

Section 15.1 Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. 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 continuous service in any bargaining unit title(s) citywide.

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

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date of anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix A.

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective:</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Glazier Foreman	\$19.75/hr.	\$20.25/hr.			
Glazier	\$19.00/hr.	\$19.50/hr.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES UNION, LOCAL NUMBER 1.

The Committee on Finance submitted a report recommending that the City Council pass a

proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Hotel Employees and Restaurant Employees Union, Local Number 1.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Hotel Employees & Restaurant Employees Union, Number 1 in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

The Hotel Employees And Restaurant Employees Union,

Local Number 1.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Hotel Employees and Restaurant Employees Union, Local Number 1 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Assistant Skilled Foods Preparer

Skilled Foods Preparer

Head Skilled Foods Preparer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Wage Increases.

Effective on the following dates all employees on the payroll on the following dates shall receive the following increases in their pay:

- A. Full-time employees on the payroll on the date of ratification by the Union will receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.
- B. In 1988, a 1% increase will be granted to employees, effective July 1, 1988.
- C. In 1989, a 3% increase will be granted to employees, effective July 1, 1989.
- D. In 1990, a 2% increase will be granted to employees effective July 1, 1990 and a 2.5% increase effective October 1, 1990.
- E. In 1991, a 3% increase will be granted to employees effective July 1, 1991 and a 4% increase effective October 1, 1991.

The basic wage and salary schedules for job classifications covered by this Agreement are appended hereto as Appendix A.

Article 5.

Hours Of Work.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions. The starting times of employees currently vary between 5:00 A.M. and 9:00 A.M. as determined by the Employer.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked in the Employer's workweek, shall be paid for at one and one half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked in the Employer's workweek shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission: such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime *except where the holiday falls on the employee's day off.*

Section 6.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday

after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the Department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that

the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence

for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period

within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.

- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee

deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave at the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be

reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave:

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline/Grievance Arbitration.

Section 11.1 Discipline.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

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, 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 may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written

notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee in writing and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being

understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the local Union, and shall remit such deductions on a semi-monthly basis to the local Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of local Union Agreement. The local Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit

such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Cook is on vacation, a Custodial Worker shall not be assigned as a replacement Cook. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Article 15.

Layoffs/Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department, 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 service in the job title (time-in-title).

Employees shall be recalled in the reverse order they were laid off, subject to the same provisos.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of

entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed. In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more

than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 9th day of November, 1988.

[Appendix "A" attached to this agreement printed on
page 22208 of this Journal.]

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND REINFORCING
IRONWORKERS, LOCAL 1.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Association of Bridge, Structural and Reinforcing Ironworkers, Local 1.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

(Continued on page 22209)

Appendix AWage Rates Effective:Bargaining Unit Titles

	<u>1/1/88</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>10/1/90</u>	<u>7/1/91</u>	<u>10/1/91</u>
Assistant Skilled Foods Preparer	\$7.08/hr.	\$1,239/mo.	1,276/mo.	\$1,302/mo.	\$1,335/mo.	\$1,375/mo.	\$1,430/mo.
Skilled Foods Preparer	\$8.16/hr.	\$1,428/mo.	\$1,471/mo.	\$1,500/mo.	\$1,538/mo.	\$1,584/mo.	\$1,647/mo.
Head Skilled Foods Preparer	\$9.97/hr.	\$1,745/mo.	\$1,797/mo.	\$1,833/mo.	\$1,870/mo.	\$1,926/mo.	\$2,003/mo.

(Continued from page 22207)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Association of Bridge, Structural & Reinforcing Ironworkers, Local 1, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

The International Association Of Bridge,

Structural And Reinforcing Ironworkers,

Local 1.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and The International Association of Bridge, Structural and Reinforcing Ironworkers, Local 1 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Bridge And Structural Ironworker

Bridge And Structural Ironworker (Sub-Foreman)

Foreman Of Bridge And Structural Ironworkers

General Foreman of Bridge and Structural Ironworkers

Iron Inspector

Chief Structural Architectural Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery,

equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rate effective July of each year covered by this Agreement are not established at the July effective date, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective date of the hourly wage rates are later than July 1 of the respective year, the adjustment required by this section shall be made effective on such later date.

Article 5.

Hours Of Work.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of 5 consecutive 8-hour days Monday through Friday and 2 consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall be 8:00 A.M. to 4:30 P.M. except where other hours are currently in effect.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular workweek; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

(a) A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day

7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid

vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the Department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired

after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely,

seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other

applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions of this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The

grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the hearing officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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(b) 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

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, 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 may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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 Section 11.3, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at the Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee in writing and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written

notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will

not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of

the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Iron Inspector is on vacation, a Plumber shall not be assigned as a replacement Iron Inspector. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignation; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 14.8

Commencing January 1, 1989 the Employer agrees to provide employees the following item of apparel two (2) times a year:

One (1) pair of safety shoes.

Article 15.

Layoffs/Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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, in the department.

"Seniority" shall mean, for purposes of this section, the employee's continuous service within the City.

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix A.

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>			
	1/1/88	7/1/88	7/1/90	7/1/91
Bridge and Structural Ironworker	\$19.27/hr.	\$19.27/hr.		
Bridge and Structural Ironworker (Sub-foreman)	20.27/hr.	20.27/hr.		
Foreman of Bridge and Structural Ironworkers	20.27/hr.	20.27/hr.		
General Foreman of Bridge and Structural Ironworkers	3,786/mo.	3,786/mo.		
Iron Inspector	3,446/mo.	3,446/mo.		
Chief Structural Architectural Inspector	3,786/mo.	3,786/mo.		

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS AND
ASBESTOS WORKERS, LOCAL
NUMBER 17.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Association of Heat and Frost Insulators and Asbestos Workers, Local Number 17.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Association of Heat and Frost Insulators and Asbestos Workers, Local Number 17, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

International Association Of Heat

And Frost Insulators And

Asbestos Workers, Local Number 17.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Association of Heat and Frost Insulators and Asbestos Workers, Local Number 17 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Asbestos Worker

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classification, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to ensure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. as determined by the Employer.

Section 5.2 Overtime.

All work performed in excess of forty (40) hours worked per week; or in excess of eight (8) hours worked per day when the employee has forty (40) hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular workweek; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day

8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or

Sunday, said holidays which fall on either Saturday and/ or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who worked at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is

entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority in the Department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days, one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986, who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period within one year from the employee's termination, and said former employee has served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other

employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leaves:

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leaves.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel Board hearing, provided that said employee shall be guaranteed upon request, a full hearing, before said board, in accordance with the said board's rules.

It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has five (5) days to appeal. If the employee does not file an appeal within the five (5) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the thirty (30) day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the thirty (30) day period. The

interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the Department

Head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall

be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.

- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall

be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the local unions within seven (7) days the name, address, classification, rate of salary and starting date of any new employee hired into the local Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for

membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Asbestos Worker is on vacation, a Plumber shall not be assigned as a replacement Asbestos Worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent in an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be

in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. 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.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title) citywide.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforcibility shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedures.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Asbestos Worker	\$19.60/hr.	\$20.00/hr.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
LOCAL NUMBER 126.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Association of Machinists and Aerospace Workers, Local Number 126.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Association of Machinists & Aerospace Workers, Local Number 126, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

International Association Of Machinists

And Aerospace Workers,

Local Number 126.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Association of Machinists and Aerospace Workers, Local Number 126 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Air Mask Technician

Machinist

Machinist (Automotive)

Machinist Helper

Machinist (Sub-Foreman)

Foreman of Machinists

General Foreman of Machinists

Supervising Parking Meter Mechanic

Parking Meter Mechanic

Parking Meter Serviceman

Water Meter Machinist

Supervisor of Public Vehicle Inspectors

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2:

Management Rights.

Section 2.1.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers and responsibilities, but not wholly inclusive, are all matters concerning or related to the

management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1(a) Prevailing Wage Rates.

As specified in Section 4.1(b) below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly or monthly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A and Appendix B which are appended to, and made a part of this Agreement.

Section 4.1(b) Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1(a) shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1(a) above and as set forth in Appendix A and Appendix B. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.2 Hire Rate(s).

Employees hired after February 13, 1986, who are performing the duties in the job classifications listed in Appendix B shall receive the monthly salary rate of pay set forth in Appendix B for the term of this Agreement.

Section 4.3

The following wage changes will be instituted for employees in the job classifications of Supervising Parking Meter Mechanic, Parking Meter Mechanic, Parking Meter

Serviceman, Air Mask Technician, and Supervisor of Public Vehicle Inspectors as set forth in Appendices C through I, appended to and made part of this Agreement.

1. Full-time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment. Part-time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$325 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.
2. In 1988, a 1% increase will be granted to all employees, effective July 1, 1988 (Appendix D).
3. In 1989, a 3% increase will be granted to all employees, effective July 1, 1989 (Appendix E).
4. In 1990, a 2% increase will be granted to all employees, effective July 1, 1990 (Appendix F), and a 2-1/2% increase effective October 1, 1990 (Appendix G).
5. In 1991, a 3% increase will be granted to all employees, effective July 1, 1991 (Appendix H), and a 4% increase effective October 1, 1991 (Appendix I).

Section 4.4 Acting In A Higher Rated Job.

An employee who is directed to perform and does perform substantially all of the duties of a higher rated classification to the satisfaction of the Employer for more than one day shall be paid at the higher rate.

Article 5.

Hours Of Work And Overtime.

Section 5.1 The Workweek.

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive 8-hour days

Monday through Friday and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting times of employees currently vary between the hours of 6:00 A.M. to 8:30 A.M., 4:00 P.M. and midnight as determined by the Employer. The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

It is the intention of the parties that the Union have meaningful input concerning any such changes and no changes shall be made by the Employer for arbitrary or capricious reasons.

Section 5.2 Overtime.

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed after eight (8) hours worked in any 24-hour period; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular workweek or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay, provided the employee completes the normal workweek or is absent with the Employer's permission. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training.

A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Article 6.

Holidays.

Section 6.1

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

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

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on a paid holiday under this Agreement, except for Christmas, New Year's Day and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2-1/2) times his/her regular hourly rate (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

If a full-time hourly employee is not required to work on a paid holiday under this Agreement, such employee shall be paid eight (8) hours at his/her regular straight time hourly rate for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid

vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Vacation Picks.

Vacation picks will be granted by classification seniority, in the Department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O.. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of

such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classifications, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his/her appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

Section 11.1(c).

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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, setting forth the

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot

due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for

the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

*Article 14.**Miscellaneous.*

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Machinist is on vacation, a Plumber shall not be assigned as a replacement Machinist. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the

proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Filling Of Permanent Vacancies.

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

Employees within a department who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form. When filling a vacancy, the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and June for the period beginning in July

and continuing through December. Employees accepting a transfer shall be allowed one such transfer only in any six (6) month period.

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer. The posting of an Employer determined permanent vacancy shall be on bulletin boards at each Employer physical site in the department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days. In making selections, the Employer give preference to employee applicants over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer. The Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer.

"Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean for purposes of this section, the employee's continuous service in any bargaining unit title(s) citywide.

Section 14.8 Balancing Work Force.

The Employer's movement of employees from one location, shift or day off schedule to another shall not be deemed a permanent vacancy if there is not a net increase in the number of employees in the affected classifications(s) in the affected locations, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift or day off schedule and reassign them to another location, shift or day off schedule, the Employer shall seek volunteers among the employees in the affected job classification, provided that the volunteers have the present ability to perform the required work without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority provided the employees have the present ability to perform the required work without further training.

Section 14.9 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or Employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Section 15.1

Seasonal, provisional and probationary employees with less than 90 days of service shall be terminated prior to any other employees being laid off. Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior career service employee in the affected job classification in the Department shall be laid off provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the Department.

"Seniority" shall mean, for purposes of this section, the employee's continuous service in a bargaining unit title(s).

A laid off employee may displace (bump) the least senior employee, in the most recent lower 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.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforcibility shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of

entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter,

it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of November, 1988.

[Signature forms omitted for printing purposes.]

[Appendices "C" through "I" attached to this agreement
printed on pages 22303 through 22309 of
this Journal.]

Appendices "A" and "B" attached to this agreement read as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rate Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Machinist	\$18.90/hr.	\$19.65/hr.	20.40/hr.		
Machinist- Sub-Foreman	19.90/hr.	20.65/hr.	21.40/hr.		
Foreman of Machinists	19.90/mo.	20.65/hr.	21.40/hr.		

<i>Bargaining Unit Titles</i>	<i>Wage Rate Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
General Foreman of Machinists	\$3,623/mo.	\$3,752.66/mo.	\$3,882.66/mo.		
Machinist Helper	17.60/hr.	18.35/hr.	19.10/hr.		

Appendix "B"

<i>Bargaining Unit Titles</i>	<i>Wage Rate Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Machinist (Automotive)	\$2,755/mo.	\$2,910.25/mo.			
Water Meter Machinist	2,755/mo.	2,910.25/mo.			

**RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS,
LOCAL LODGE 1.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local Lodge 1.

(Continued on page 22310)

APPENDIX C
MACHINIST LOCAL 126

Effective January 1, 1988

SCHEDULE R

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP RATE	NEXT 12 MONTHS	AT TOP BASE RATE	AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR.	
								LONGEVITY	CONTINUOUS SERVICE	LONGEVITY	CONTINUOUS SERVICE	LONGEVITY	CONTINUOUS SERVICE	LONGEVITY	CONTINUOUS SERVICE
1 ANNUAL	15,528	16,296	17,112	17,988	18,852	19,764	20,796	21,828	22,908	24,060	25,192	26,312	27,456	28,648	29,888
1 MONTHLY	1,294	1,358	1,426	1,499	1,571	1,647	1,733	1,819	1,909	2,005	2,101	2,197	2,288	2,384	2,480
2 ANNUAL	18,600	19,476	20,496	21,516	22,584	23,700	24,912	26,184	27,456	28,848	30,288	31,776	33,336	34,944	36,600
2 MONTHLY	1,550	1,623	1,708	1,793	1,882	1,975	2,076	2,182	2,288	2,404	2,524	2,648	2,783	2,921	3,058
3 ANNUAL	24,912	26,184	27,456	28,848	30,288	31,776	33,396	35,052	36,696	38,352	40,056	41,832	43,632	45,456	47,304
3 MONTHLY	2,076	2,182	2,288	2,404	2,524	2,648	2,783	2,921	3,058	3,196	3,338	3,486	3,636	3,788	3,944
4 ANNUAL	27,456	28,848	30,288	31,776	33,396	35,052	36,696	38,352	40,056	41,832	43,632	45,456	47,304	49,176	51,072
4 MONTHLY	2,288	2,404	2,524	2,648	2,783	2,921	3,058	3,196	3,338	3,486	3,636	3,788	3,944	4,104	4,264

Bargaining Unit Titles

- 1 Air Mask Technician
- 2 Parking Meter Servicer
- 3 Parking Meter Mechanic
- 4 Supervising Parking Meter Mechanic

* An employee in this bargaining unit title as of January 1, 1988 will be red-circled at his current rate of pay.

APPENDIX D
MACHINIST LOCAL 126

SCHEDULE R

Effective July 1, 1988

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE	NEXT 12 MONTHS	AT TOP BASE RATE	AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
								LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE
1	ANNUAL MONTHLY	17,280 1,440	18,168 1,514	19,044 1,587	19,956 1,663	21,000 1,750	22,044 1,837	23,136 1,928	24,300 2,025	25,524 2,127	26,820 2,235	28,164 2,340	29,556 2,454	31,004 2,572	32,504 2,704
2	ANNUAL MONTHLY	18,792 1,566	19,668 1,639	20,700 1,725	21,732 1,811	22,812 1,901	23,940 1,995	25,164 2,097	26,448 2,204	27,732 2,311	29,136 2,428	30,588 2,549	31,992 2,674	33,504 2,844	35,088 3,024
3	ANNUAL MONTHLY	25,164 2,097	26,448 2,204	27,732 2,311	29,136 2,428	30,588 2,549	32,088 2,674	33,732 2,811	35,400 2,950	37,068 3,089	38,736 3,228	40,452 3,412	42,252 3,521	44,208 3,624	46,032 3,840
4	ANNUAL MONTHLY	27,732 2,311	29,136 2,428	30,588 2,549	32,088 2,674	33,732 2,811	35,400 2,950	37,068 3,089	38,736 3,228	40,452 3,412	42,252 3,521	44,208 3,624	46,032 3,840	47,928 3,960	49,776 4,164

Bargaining Unit Titles

- 1 Air Mask Technician
- 2 Parking Meter Servicer
- 3 Parking Meter Mechanic Supervisor of Vehicle Public Inspectors*
- 4 Supervising Parking Meter Mechanic

* An employee in this bargaining unit title as of January 1, 1988 will be red-circled at his current rate of pay.

SCHEDULE R
 APPENDIX E
 MACHINIST LOCAL 126
 Effective July 1, 1989

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE AT TOP	AFTER 1 YR. AT FIRST	AFTER 1 YR. AT SECOND	AFTER 1 YR. AT THIRD	AFTER 1 YR. AT FOURTH	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE	
																			BASE RATE & 6 YRS. CONTINUOUS SERVICE
1 ANNUAL	17,796	18,708	19,620	20,556	21,636	22,704	23,832	25,032	26,292	27,624									
1 MONTHLY	1,483	1,559	1,635	1,713	1,803	1,892	1,986	2,086	2,191	2,302									
2 ANNUAL	19,356	20,256	21,324	22,380	23,496	24,660	25,920	27,240	28,560	30,012									
2 MONTHLY	1,613	1,688	1,777	1,865	1,958	2,055	2,160	2,270	2,380	2,501									
3 ANNUAL	25,920	27,240	28,560	30,012	31,500	33,048	34,740	36,468	38,184	39,900									
3 MONTHLY	2,160	2,270	2,380	2,501	2,625	2,754	2,895	3,039	3,182	3,325									
4 ANNUAL	28,560	30,012	31,500	33,048	34,740	36,468	38,184	39,900	41,564	43,524									
4 MONTHLY	2,380	2,501	2,625	2,754	2,895	3,039	3,182	3,325	3,472	3,627									

Bargaining Unit Titles

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SCHEDULE R
 APPENDIX F
 MACHINIST LOCAL 126
 Effective July 1, 1990

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP		AFTER 1 YR. AT SECOND		AFTER 1 YR. AT THIRD		AFTER 1 YR. AT FORTH	
	MONTHS	NEXT 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	RATE	BASE RATE	LONGEVITY STEP & 6 YRS. CONTINUOUS SERVICE	LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE	LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE	LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE
1	ANNUAL	18,156	19,080	20,016	20,964	22,068	23,160	24,312	25,536	26,820	28,176	29,568	30,960	32,340
	MONTHLY	1,513	1,590	1,668	1,747	1,839	1,930	2,026	2,128	2,235	2,348	2,465	2,580	2,695
2	ANNUAL	19,740	20,664	21,756	22,824	23,964	25,152	26,436	27,780	29,136	30,612	32,112	33,624	35,136
	MONTHLY	1,645	1,722	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551	2,678	2,809	2,946
3	ANNUAL	26,436	27,780	29,136	30,612	32,136	33,708	35,436	37,200	38,952	40,704	42,492	44,280	46,064
	MONTHLY	2,203	2,315	2,428	2,551	2,678	2,809	2,953	3,100	3,246	3,392	3,541	3,692	3,846
4	ANNUAL	29,136	30,612	32,136	33,708	35,436	37,200	38,952	40,704	42,492	44,280	46,064	47,856	49,644
	MONTHLY	2,428	2,551	2,678	2,809	2,953	3,100	3,246	3,392	3,541	3,692	3,846	3,992	4,146

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SCHEDULE R

APPENDIX G

MACHINIST LOCAL 126

Effective October 1, 1990

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE NEXT 12 MONTHS	RATE NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE	AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.	
						LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE
1	ANNUAL MONTHLY	18,612 1,551	19,560 1,630	20,520 1,710	21,492 1,791	22,620 1,885	23,736 1,978	24,924 2,077	26,172 2,181	27,492 2,291	28,884 2,407
2	ANNUAL MONTHLY	20,232 1,686	21,180 1,765	22,296 1,858	23,400 1,950	24,564 2,047	25,776 2,148	27,096 2,258	28,476 2,373	29,868 2,489	31,380 2,615
3	ANNUAL MONTHLY	27,096 2,258	28,476 2,373	29,868 2,489	31,380 2,615	32,940 2,745	34,548 2,879	36,324 3,027	38,136 3,178	39,924 3,327	41,724 3,477
4	ANNUAL MONTHLY	29,868 2,489	31,380 2,615	32,940 2,745	34,548 2,879	36,324 3,027	38,136 3,178	39,924 3,327	41,724 3,477	43,560 3,630	45,516 3,793

Bargaining Unit Titles

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APPENDIX H
MACHINIST LOCAL 126
Effective July 1, 1991

SCHEDULE R

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE	AFTER 1 YR. AT TOP	AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR.	
							LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE
	MONTHLY	MONTHLY	MONTHLY	MONTHLY	MONTHLY	MONTHLY	AT FIRST LONGEVITY STEP	& 10 YRS. CONTINUOUS SERVICE	AT SECOND LONGEVITY STEP	& 16 YRS. CONTINUOUS SERVICE	AT THIRD LONGEVITY STEP	& 20 YRS. CONTINUOUS SERVICE
1 ANNUAL	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748		
1 MONTHLY	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479		
2 ANNUAL	20,844	21,816	22,968	24,108	25,296	26,544	27,912	29,328	30,768	32,316		
2 MONTHLY	1,737	1,818	1,914	2,009	2,108	2,212	2,326	2,444	2,564	2,693		
3 ANNUAL	27,912	29,328	30,768	32,316	33,924	35,580	37,416	39,276	41,124	42,972		
3 MONTHLY	2,326	2,444	2,564	2,693	2,827	2,965	3,118	3,273	3,427	3,581		
4 ANNUAL	30,768	32,316	33,924	35,580	37,416	39,276	41,124	42,972	44,868	46,884		
4 MONTHLY	2,564	2,693	2,827	2,965	3,118	3,273	3,427	3,581	3,739	3,907		

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SCHEDULE R
MACHINIST LOCAL 126
APPENDIX I

Effective October 1, 1991

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		NEXT RATE		TOP BASE RATE		AFTER 1 YR. AT TOP		AFTER 1 YR. AT FIRST		AFTER 1 YR. AT SECOND		AFTER 1 YR. AT THIRD		AFTER 1 YR. AT FOURTH		
	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	
1	ANNUAL	19,944	20,932	21,972	23,028	24,240	25,416	26,700	28,032	29,448	30,936	32,504	34,152	35,888	37,712	39,624	41,624	43,712	45,888
	MONTHLY	1,662	1,746	1,831	1,919	2,020	2,118	2,225	2,336	2,454	2,578	2,704	2,834	2,968	3,104	3,244	3,384	3,528	3,676
2	ANNUAL	21,672	22,692	23,892	25,068	26,304	27,600	29,028	30,504	32,004	33,612	35,240	36,984	38,844	40,824	42,936	45,184	47,568	50,088
	MONTHLY	1,806	1,891	1,991	2,089	2,192	2,300	2,419	2,542	2,667	2,801	2,934	3,074	3,216	3,364	3,516	3,672	3,832	3,996
3	ANNUAL	29,028	30,504	32,004	33,612	35,280	37,008	38,916	40,848	42,768	44,888	46,992	49,200	51,592	54,072	56,744	59,608	62,664	65,912
	MONTHLY	2,419	2,542	2,667	2,801	2,940	3,084	3,243	3,404	3,564	3,724	3,884	4,044	4,204	4,364	4,524	4,684	4,844	5,004
4	ANNUAL	32,004	33,612	35,280	37,008	38,916	40,848	42,768	44,888	46,992	49,200	51,592	54,072	56,744	59,608	62,664	65,912	69,360	72,912
	MONTHLY	2,667	2,801	2,940	3,084	3,243	3,404	3,564	3,724	3,884	4,044	4,204	4,364	4,524	4,684	4,844	5,004	5,164	5,324

Bargaining Unit Titles

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(Continued from page 22302)

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local Lodge 1, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A"

City Of Chicago

Agreement With

The International Brotherhood Of

Boilermakers, Iron Shipbuilders, Blacksmiths,

Forgers And Helpers Local Lodge 1.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers Local Lodge 1 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Blacksmith Helper

Blacksmith

Foreman Of Blacksmiths

Boiler Inspector

Chief Boiler Inspector

Supervising Boiler Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color,

religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Rates Of Pay.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting times of employees currently vary between 7:00 A.M. and 8:00 A.M., or 4:00 P.M., as determined by the Employer.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular workweek; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Article 6.

Holidays.

Section 6.1

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day

8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or

Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being

taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other

employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5-days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer

does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department

head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall

be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.

- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the

fifteen (15) day period prior to the expiration of this Agreement. The local Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this

Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a Blacksmith is on vacation, a Plumber shall not be assigned as a replacement Blacksmith. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Section 15.1 Layoffs/Recall.

Probationary employees with more than ninety (90) days of service shall be laid off first. 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.

"Seniority" shall mean, for purposes of this section, the employee's continuous service citywide.

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

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or

hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change

or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either

party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Blacksmith Helper	\$20.30/hr.	\$20.30/hr.	\$21.30/hr.		
Blacksmith	20.30/hr.	20.30/hr.	21.30/hr.		
Foreman of Blacksmith	21.30/hr.	21.30/hr.	22.30/hr.		
Boilermaker- Welder	20.30/hr.	20.30/hr.	21.30/hr.		
Assistant Chief Boiler Inspector	3,918.50/mo.	3,995.33/mo.			
Supervising Boiler Inspector	3,748.50/mo.	3,822.00/mo.	3,995.33/mo.		

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Boiler Inspector	\$3,621.00/mo.	\$3,621.00/mo.	\$3,791.00/mo.		
Chief Boiler Inspector			4,342.00/mo.*		

* Chief Boiler Inspector -- \$4,168.66/mo. effective 1/1/89

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL UNION
NUMBER 9 (A.F.L.-C.I.O.).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Brotherhood of Electrical Workers, Local Union Number 9 (A.F.L.-C.I.O.).

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Brotherhood of Electrical Workers, Local Union Number 9 (A.F.L.-C.I.O.), in

the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

The International Brotherhood Of Electrical Workers,

Local Union Number 9

(A.F.L.-C.I.O.)

Agreement With The City Of Chicago.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and Local Union Number 9, International Brotherhood of Electrical Workers (hereinafter referred to as the "Local Union No. 9"), who now agree as follows:

That both parties to this Agreement are desirous of continuing the understanding with respect to the employer-employee relationship which exists between them and of entering into a complete agreement covering rates of pay, hours of work, and other conditions of employment.

Article 1.

Recognition.

Section 1.1

The Employer recognizes Local Union No. 9 as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, and working conditions for all employees employed by Employer in the following classifications for work presently performed and/or described in class specifications on file with the Department of Personnel:

General Foreman Of Linemen

Foreman Of Linemen

Lineman

Lineman Helper

Foreman of Lamp Maintenance Men

Sub-Foreman Of Lamp Maintenance Men

Lamp Maintenance Man

Load Dispatcher

Electrical Surveyman I

Electrical Surveyman II

Electrical Surveyman III

Electrical Surveyman IV

Street Light Repairman

Traffic Signal Repairman

Equipment Training Specialist

Assistant Chief Fire Dispatcher

Senior Fire Dispatcher

Fire Dispatcher

Fire Dispatcher Aide

Lamp Repairer

Sub-Foreman Of Lamp Repairers

Foreman Of Street Light Repairmen

Foreman Of Traffic Signal Repairmen

Section 1.2 Traditional Duties.

Any work which has been traditionally performed by employees who are represented by Local Union No. 9 shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another local union of the coalition shall not perform the work of said employees. For example, if a Lineman is on vacation, a Plumber shall not be assigned as a replacement Lineman. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Article 2.

Management Rights.

Local Union No. 9 recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Holidays.

Section 3.1

(a) Full-time hourly employees shall receive eight (8) hours straight time pay for the holidays set forth below:

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day

10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 3.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday, he/she shall be paid at the rate of two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked. When an employee is required to work on any holiday enumerated above, a minimum of four (4) hours of work must be paid for.

If an hourly paid employee is not required to work on a calendar holiday, such employee shall be paid eight (8) hours at straight time for such holiday.

If a calendar holiday falls on an employee's normal day off, such employee shall receive his/her normal week's pay in addition to eight (8) hours holiday pay at straight time.

All holiday time shall be considered time worked for the purposes of computing overtime, except where the holiday falls on the employee's day off.

Section 3.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 3.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 3.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 4.

Vacations.

Section 4.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 4.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 4.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least eighty (80) hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 4.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 4.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 9 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 4.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 4.6

Vacation picks will be granted by classification seniority, in time-in-title at work locations, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 4.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have their period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 4.8 Nonconsecutive Vacation Days.

Employees may receive up to five (5) of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 4.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 5.

Continuous Service.

Section 5.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of thirty (30) days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 5.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than one (1) year or layoff for more than thirty (30) days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed one hundred twenty (120) calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of one hundred twenty (120) calendar days in any calendar year shall be credited toward continuous service.

Section 5.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of

such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 5.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 5.5 Probationary Employment.

New employees will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after twelve (12) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one (1) year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served ninety (90) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 5.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 5.6 Layoffs/Recall.

Probationary employees with less than ninety (90) days of service shall be terminated before the Employer lays off employees. Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Section 5.7 Promotion.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay higher rates of pay and which are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that an employee applicant shall have preference over a non-employee applicant, unless the non-employee applicant has demonstrably greater skill and ability to perform the work required. Where applicants are equally qualified, the Employer shall select the most senior employee (based on citywide seniority) of those applying who has the greatest ability to fill the needs determined by the Employer. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

Section 5.8 Transfer.

The Employer may permit an employee to transfer within a department from or to the same or a different job classification where there is no increase in pay, by citywide seniority, provided the employee has the then present ability to perform the job to the Employer's satisfaction without further training.

Article 6.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other

employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 7.

Leaves Of Absence.

Section 7.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her

regularly scheduled hours of work (not to exceed eight (8) hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 7.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his/her jury duty pay with the City Comptroller.

Section 7.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at

the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 7.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 7.6 Duty Disability Leave.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 7.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a

leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one (1) year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one (1) year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 8.

Discipline And Grievance/Arbitration.

Section 8.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over ten (10) days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has five (5) days to appeal. If the employee does not file an appeal within the five (5) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the thirty (30) day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the

completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the thirty (30) day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 8.1 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.

Section 8.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, the Employer shall conduct a meeting with the Union and the 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union.

If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the

said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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 8.3, Step III.

Section 8.3 Grievance And Arbitration.

Except as in disciplinary provisions of 8.1 and 8.2 above, 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:

- There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.

- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one (1) employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 9.

No Strikes -- No Lockout.

Section 9.1

Local Union No. 9 agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 9.2

Local Union No. 9 agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Local Union No. 9 bargaining unit, Local Union No. 9 further agrees it will use its best efforts to cause an immediate cessation thereof. If Local Union No. 9 immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by Local Union No. 9, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by Local Union No. 9, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against Local Union No. 9 to establish responsibility for such unauthorized conduct.

Section 9.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 9.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 10.

Dues Check-Off And Fair Share.

Section 10.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Local Union No. 9 dues and initiation fees from the payroll checks of all employees so authorizing the deductions in an amount certified by the Local Union No. 9's financial

secretary and shall remit such deductions on a monthly basis to the financial secretary of Local Union No. 9. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and Local Union No. 9 during the fifteen (15) day period prior to the expiration of this Agreement. Local Union No. 9 shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court or other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 10.1, 10.2, 10.3 and 10.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by Local Union No. 9 to the Employer.

The Employer shall provide to Local Union No. 9 within thirty (30) days the name, address, classification, rate of salary and starting date of employees in the bargaining unit.

Section 10.2

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of Local Union No. 9 a monthly amount as certified by the financial secretary of Local Union No. 9 and shall remit such deductions to Local Union No. 9 at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 10.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 10.4

Each employee who on the effective date of this Agreement is a member of Local Union No. 9, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in Local Union No. 9 during the term of this Agreement.

Any present employee who is not a member of Local Union No. 9 shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Local Union No. 9 dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 11.

Miscellaneous.

Section 11.1 Job Titles.

The Employer will notify Local Union No. 9 of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with Local Union No. 9 prior thereto. If the Employer changes a job title without substantially changing the duties of the job, Local Union No. 9 will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 11.2 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 11.3 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to Local Union No. 9. Local Union No. 9 will consider the proposals, and upon request, the Employer will meet with Local Union No. 9 within twenty (20) calendar days of the receipt of the proposals to receive the Local Union No. 9 comments. Absent an emergency, the Employer will not implement its proposed changes or additions until Local Union No. 9 has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 11.4 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

A Safety Committee of five (5) Employer representatives and five (5) Local Union No. 9 representatives shall be appointed. Said committee shall advise as to matters concerning the safety of employees. Meetings shall be held monthly, or less frequently, if the parties agree, at mutually agreeable places and times.

Section 11.5 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 11.6 Required Certification And Training.

All employees in the titles of Assistant Chief Fire Dispatcher, Senior Fire Dispatcher, Fire Dispatcher or Fire Dispatcher Aide are required to be certified by the State of Illinois as an Emergency Medical Technician (E.M.T.-A) as a condition of employment.

All employees in the above named titles will be required to attend classes and be certified by the State of Illinois within one (1) year from the date of ratification of this Agreement by the City Council, or date of hire, whichever is later. Management reserves the right to schedule the classes at reasonable times, to adjust scheduling of employees to accommodate the program and the Employer's operational needs, and to modify or improve the program as the Employer deems beneficial.

Employees who are scheduled to attend classes on their off-duty hours will be compensated at one and one-half (1-1/2) times their required hourly rate for all hours

actually in class. Employees who do not pass the course the first time will be given a second opportunity to attend and complete the class during off-duty hours without compensation.

An employee who does not attend a scheduled class without a reasonable excuse will be subject to discipline. Any disciplinary action resulting from this provision will be subject to the discipline and arbitration procedure in this Agreement.

Article 12.

Nondiscrimination.

Section 12.1 Equal Employment Opportunities.

Local Union No. 9 agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 12.2 No Discrimination.

Neither the Employer nor Local Union No. 9 shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of Local Union No. 9.

Section 12.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 13.

Hours Of Work And Overtime.

Section 13.1 Workday And Workweek.

This article shall not be a guarantee of hours of work per day or week. Eight (8) hours between 8:00 A.M. and 4:30 P.M. shall constitute a regular workday, except where other hours are currently in effect. Forty (40) hours within five (5) days -- Monday through Friday inclusive shall constitute a workweek, except for shift personnel. For shift positions requiring a seven (7) day continuous operation, the workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting times of employees currently vary between the hours of 6:00 A.M. to 8:00 A.M., 2:00 P.M. to 4:00 P.M. or 10:00 P.M. to 12:00 midnight as determined by the Employer. In the event the Employer has no statutory obligation to pay overtime, the Employer agrees upon request of Local Union No. 9, to discuss changing employee's shifts concerning on/off days of work and/or compensable time.

Section 13.2 Overtime.

For non-shift employees, all work performed outside of the regularly scheduled workday and on Saturday from 8:00 A.M. to 4:30 P.M. shall be paid for at one and one-half (1-1/2) times the regular straight time rate of pay. All work performed on Saturday before 8:00 A.M. and after 4:30 P.M. and on Sunday shall be paid for at two (2) times the regular straight time rate of pay.

For shift employees whose regular workweek includes Saturday and/or Sunday, all work performed Monday through Friday outside of the regularly scheduled shift shall be paid at one and one-half (1-1/2) times the regular straight time rate of pay. All work performed outside of the regularly scheduled shift, Saturday and Sunday, shall be paid at two (2) times the regular straight time rate of pay.

There shall be no pyramiding of overtime and/or premium pay. Hours paid for under one section of this Agreement shall not be paid for under any other section of this Agreement. Any employee exempt from the Fair Labor Standards Act shall not be covered by this section.

Section 13.3 Reporting Pay.

When employees report for work and are unable to start work due to circumstances beyond their control, they shall receive a minimum of two (2) hours work or pay at the regular hourly rate, where the employee has not been told at least three (3) hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control, provided they remain on the premises unless released by the Employer.

Section 13.4 Call-In Pay.

Employees called for work outside their regular working hours shall be compensated for not less than four (4) hours at their regular rate, except for reasons beyond the Employer's control.

Section 13.5 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 13.6 Acting In A Higher Rated Job.

An employee who is directed to perform and does perform substantially all of the duties of a higher rated classification to the satisfaction of the Employer for more than one day shall be paid at the higher rate.

Section 13.7 Trading Shifts.

Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted, provided the supervisor in charge gives his approval, and further provided, such trade does not result in any overtime liability to the Employer.

Article 14.

Working Conditions.

Section 14.1 Personal Vehicle Required Use.

Employees required to use their personal vehicle on the job as a condition of employment shall be compensated at 22.5¢ per business mile subject to the current rules and regulations.

Section 14.2 Furnishing Of Tools And Equipment.

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

Article 15.

Union Rights, Access And Stewards.

Section 15.1 Union Rights And Access.

Duly authorized officials of Local Union No. 9 will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. Local Union No. 9 will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Section 15.2 Union Stewards.

Local Union No. 9 will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Local Union No. 9 stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of Local Union No. 9. Any transfers of Local Union No. 9 stewards from their job classifications or departments, other than in an emergency, will be discussed with Local Union No. 9 in advance of any such transfers.

Article 16.

Rates Of Pay.

Section 16.1 Rates.

Effective July 1, 1988, employees covered by this Agreement, except those specified in Section 16.3 below, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Exhibit A appended to and made a part of this Agreement.

Section 16.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 16.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 16.1 above and as set forth in Exhibit A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 16.3

Employees who do not perform work in job classifications covered by the formula set forth in Section 16.1 (Assistant Chief Fire Dispatcher, Senior Fire Dispatcher, Fire Dispatcher, Fire Dispatcher Aide, Equipment Training Specialist (Electricity), Electrical Surveyman I, Electrical Surveyman II, Electrical Surveyman III, and Electrical Surveyman IV), shall receive the following:

- A. Full-time employees on the payroll on January 1, 1988 will receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.
- B. In 1988, a 1% increase will be granted to employees, effective July 1, 1988.
- C. In 1989, a 3% increase will be granted to employees, effective July 1, 1989.
- D. In 1990, a 2% increase will be granted to employees effective July 1, 1990, and a 2.5% increase effective October 1, 1990.

- E. In 1991, a 3% increase will be granted to employees effective July 1, 1991 and a 4% increase effective October 1, 1991.

The basic wage and salary schedules for job classifications covered by this section are appended hereto as Exhibits B, C, D, E, F, G, H and I.

Article 17.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 18.

Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 19.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and Local Union No. 9 will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and Local Union No. 9 and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and Local Union No. 9, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the Employer agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding Police and/or Fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 20.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If such notice is given, the parties shall meet promptly to negotiate a new Agreement.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 15th day of November, 1988.

[Signature forms omitted for printing purposes.]

[Exhibits "B" through "I" attached to this agreement printed on pages 22374 through 22381 of this Journal.]

Exhibit "A" attached to this agreement reads as follows:

Exhibit "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
5085 General Foreman of Linemen	\$3,839.33/mo.	\$3,969.33/mo.			
5083 Foreman of Linemen	20.65/hr.	21.40/hr.			
5081 Linemen	19.15/hr.	19.90/hr.			
5082 Linemen Helper	14.15/hr.	14.90/hr.			
5063 Foreman of Lamp Maintenance Men	15.15/hr.	15.90/hr.			
Sub-Foreman of Lamp Maintenance Men	14.40/hr.	15.15/hr.			
5061 Lamp Maintenance Man	14.15/hr.	14.90/hr.			
5071 Lamp Repairer	14.40/hr.	15.15/hr.			
5235 Load Dispatcher	19.15/hr.	3,449.33/mo.			
5086 Street Light Repairmen		3,449.33/mo.			
5087 Traffic Signal Repairman		3,449.33/mo.			
5088 Frmn. of Street Light Repairmen		3,709.33/mo.			
5089 Frmn. of Traffic Signal Repairmen		3,709.33/mo.			

EXHIBIT B

Bargaining Unit Title	Wage Rates Effective						
	1/1/88	7/1/88	7/1/89	7/1/90	10/1/90	7/1/91	10/1/91
06635 Assistant Chief Fire Fire Dispatcher	\$3607.00/mo.	\$3845.00/mo.	\$3960.00/mo.	\$4039.00/mo.	\$4140.00/mo.	\$4264.00/mo.	\$4435.00/mo.
06633 Senior Fire Dispatcher	3589.00/mo.	3625.00/mo.	3734.00/mo.	3809.00/mo.	3904.00/mo.	4021.00/mo.	4182.00/mo.
06631 Fire Dispatcher 1st yr. maximum	2886.00/mo.	2915.00/mo.	3002.00/mo.	3062.00/mo.	3139.00/mo.	3233.00/mo.	3362.00/mo.
	3395.00/mo.	3429.00/mo.	3532.00/mo.	3603.00/mo.	3693.00/mo.	3804.00/mo.	3956.00/mo.
06629 Fire Dispatcher Aide	1333.00/mo.	1346.00/mo.	1386.00/mo.	1414.00/mo.	1449.00/mo.	1492.00/mo.	1552.00/mo.
1st yr.	1819.00/mo.	1837.00/mo.	1892.00/mo.	1930.00/mo.	1978.00/mo.	2037.00/mo.	2118.00/mo.
2nd yr.	2305.00/mo.	2328.00/mo.	2398.00/mo.	2446.00/mo.	2507.00/mo.	2582.00/mo.	2685.00/mo.
3rd yr. maximum	2425.00/mo.	2449.00/mo.	2522.00/mo.	2572.00/mo.	2636.00/mo.	2715.00/mo.	2824.00/mo.
07121 Equipment Training Specialist (Electricity)	3783.50/mo.	3821.00/mo.	3936.00/mo.	4015.00/mo.	4115.00/mo.	4238.00/mo.	4406.00/mo.

EXHIBIT C

IBEW LOCAL 9

SCHEDULE O

Effective January 1, 1988

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.	
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AT TOP RATE	AT FIRST LONGEVITY STEP	AT SECOND LONGEVITY STEP	AT THIRD LONGEVITY STEP	AT FORTH LONGEVITY STEP	AT FORTH LONGEVITY STEP	AT FORTH LONGEVITY STEP	AT FORTH LONGEVITY STEP
1 ANNUAL	15,288	16,056	16,860	17,724	18,600	19,476	20,496	21,516	22,584	23,700	24,912	26,184
1 MONTHLY	1,274	1,338	1,405	1,477	1,550	1,623	1,708	1,793	1,882	1,975	2,076	2,182
2 ANNUAL	16,860	17,724	18,600	19,476	20,496	21,516	22,584	23,700	24,912	26,184	27,456	28,848
2 MONTHLY	1,405	1,477	1,550	1,623	1,708	1,793	1,882	1,975	2,076	2,182	2,288	2,404
3 ANNUAL	18,600	19,476	20,496	21,516	22,584	23,700	24,912	26,184	27,456	28,848	30,288	31,776
3 MONTHLY	1,550	1,623	1,708	1,793	1,882	1,975	2,076	2,182	2,288	2,404	2,524	2,648
4 ANNUAL	20,496	21,516	22,584	23,700	24,912	26,184	27,456	28,848	30,288	31,776	33,312	34,944
4 MONTHLY	1,708	1,793	1,882	1,975	2,076	2,182	2,288	2,404	2,524	2,648	2,776	2,912

Bargaining Unit Titles

- 1 Electrical Surveyman I
- 2 Electrical Surveyman II
- 3 Electrical Surveyman III
- 4 Electrical Surveyman IV

EXHIBIT D

IBEW LOCAL 9

Effective July 1, 1988

SCHEDULE O

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.	
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AT TOP BASE RATE	AT FIRST LONGEVITY STEP	AT SECOND LONGEVITY STEP	AT THIRD LONGEVITY STEP	AT FORTH LONGEVITY STEP	AT FORTH LONGEVITY STEP
1 ANNUAL	15,444	16,212	17,028	17,904	18,792	19,668	20,700	21,732	22,812	23,940
1 MONTHLY	1,287	1,351	1,419	1,492	1,566	1,639	1,725	1,811	1,901	1,995
2 ANNUAL	17,028	17,904	18,792	19,668	20,700	21,732	22,812	23,940	25,164	26,448
2 MONTHLY	1,419	1,492	1,566	1,639	1,725	1,811	1,901	1,995	2,097	2,204
3 ANNUAL	18,792	19,668	20,700	21,732	22,812	23,940	25,164	26,448	27,732	29,136
3 MONTHLY	1,566	1,639	1,725	1,811	1,901	1,995	2,097	2,204	2,311	2,428
4 ANNUAL	20,700	21,732	22,812	23,940	25,164	26,448	27,732	29,136	30,588	32,088
4 MONTHLY	1,725	1,811	1,901	1,995	2,097	2,204	2,311	2,428	2,549	2,674

Bargaining Unit Titles

- 1 Electrical Surveyman I
- 2 Electrical Surveyman II
- 3 Electrical Surveyman III
- 4 Electrical Surveyman IV

EXHIBIT E

IBEW LOCAL 9

SCHEDULE O

Effective July 1, 1989

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.	
	MONTHS	6 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	AT TOP	AT FIRST	AT SECOND	AT THIRD	AT FOURTH	AT FORTH
	MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	BASE RATE	STEP	STEP	STEP	STEP	STEP
	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	& 6 YRS.	& 10 YRS.	& 16 YRS.	& 20 YRS.	& 25 YRS.	CONTINUOUS SERVICE
	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE
1	ANNUAL	15,912	16,704	17,544	18,444	19,356	20,256	21,124	22,380	23,496	24,660	24,660
	MONTHLY	1,326	1,392	1,462	1,537	1,613	1,688	1,777	1,865	1,958	2,055	2,055
2	ANNUAL	17,544	18,444	19,356	20,256	21,124	22,380	23,496	24,660	25,920	27,240	27,240
	MONTHLY	1,462	1,537	1,613	1,688	1,777	1,865	1,958	2,055	2,160	2,270	2,270
3	ANNUAL	19,356	20,256	21,124	22,380	23,496	24,660	25,920	27,240	28,560	30,012	30,012
	MONTHLY	1,613	1,688	1,777	1,865	1,958	2,055	2,160	2,270	2,380	2,501	2,501
4	ANNUAL	21,124	22,380	23,496	24,660	25,920	27,240	28,560	30,012	31,500	33,048	33,048
	MONTHLY	1,777	1,865	1,958	2,055	2,160	2,270	2,380	2,501	2,625	2,754	2,754

Bargaining Unit Titles

- 1 Electrical Surveyman I
- 2 Electrical Surveyman II
- 3 Electrical Surveyman III
- 4 Electrical Surveyman IV

EXHIBIT F

IBEW LOCAL 9

Effective July 1, 1990

SCHEDULE 0

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AT FIRST AT SECOND AT THIRD AT FORTH		LONGEVITY LONGEVITY LONGEVITY LONGEVITY		STEP STEP STEP STEP		LONGEVITY LONGEVITY		
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AT TOP	AT TOP	AT TOP	AT TOP	AT TOP	AT TOP	AT TOP	AT TOP	AT TOP	AT TOP	AT TOP
1	ANNUAL	16,236	17,040	17,892	18,816	19,740	20,664	21,756	22,824	23,964	25,152	26,436	27,780	29,136	30,612	32,136	33,708
	MONTHLY	1,353	1,420	1,491	1,568	1,645	1,722	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551	2,678	2,809
2	ANNUAL	17,892	18,816	19,740	20,664	21,756	22,824	23,964	25,152	26,436	27,780	29,136	30,612	32,136	33,708	35,344	37,044
	MONTHLY	1,491	1,568	1,645	1,722	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551	2,678	2,809	2,945	3,086
3	ANNUAL	19,740	20,664	21,756	22,824	23,964	25,152	26,436	27,780	29,136	30,612	32,136	33,708	35,344	37,044	38,808	40,632
	MONTHLY	1,645	1,722	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551	2,678	2,809	2,945	3,086	3,233	3,384
4	ANNUAL	21,756	22,824	23,964	25,152	26,436	27,780	29,136	30,612	32,136	33,708	35,344	37,044	38,808	40,632	42,528	44,496
	MONTHLY	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551	2,678	2,809	2,945	3,086	3,233	3,384	3,540	3,699

Bargaining Unit Titles

- 1 Electrical Surveyman I
- 2 Electrical Surveyman II
- 3 Electrical Surveyman III
- 4 Electrical Surveyman IV

EXHIBIT G

IBEW LOCAL 9

SCHEDULE O

Effective October 1, 1990

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YR. AT TOP		AFTER 1 YR. AT FIRST		AFTER 1 YR. AT SECOND		AFTER 1 YR. AT THIRD		AFTER 1 YR. AT FORTH	
						BASE RATE	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE
1 ANNUAL	16,644	17,472	18,336	19,284	20,232	21,180	22,296	23,400	24,564	25,776	26,996	28,216	29,436	30,656	31,876
1 MONTHLY	1,387	1,456	1,528	1,607	1,686	1,765	1,858	1,950	2,047	2,148	2,258	2,373	2,489	2,615	
2 ANNUAL	18,336	19,284	20,232	21,180	22,296	23,400	24,564	25,776	27,096	28,476	29,868	31,380	32,940	34,548	
2 MONTHLY	1,528	1,607	1,686	1,765	1,858	1,950	2,047	2,148	2,258	2,373	2,489	2,615	2,745	2,879	
3 ANNUAL	20,232	21,180	22,296	23,400	24,564	25,776	27,096	28,476	29,868	31,380	32,940	34,548	36,204	37,868	
3 MONTHLY	1,686	1,765	1,858	1,950	2,047	2,148	2,258	2,373	2,489	2,615	2,745	2,879	3,015	3,155	
4 ANNUAL	22,296	23,400	24,564	25,776	27,096	28,476	29,868	31,380	32,940	34,548	36,204	37,868	39,588	41,368	
4 MONTHLY	1,858	1,950	2,047	2,148	2,258	2,373	2,489	2,615	2,745	2,879	3,015	3,155	3,295	3,435	

Bargaining Unit Titles

- 1 Electrical Surveyman I
- 2 Electrical Surveyman II
- 3 Electrical Surveyman III
- 4 Electrical Surveyman IV

EXHIBIT H

IBEW LOCAL 9

Effective July 1, 1991

SCHEDULE O

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE	NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE	AFTER 1 YR. AT FIRST LONGEVITY STEP	AFTER 1 YR. AT SECOND LONGEVITY STEP	AFTER 1 YR. AT THIRD LONGEVITY STEP	AFTER 1 YR. AT FORTH LONGEVITY STEP	LONGEVITY					
												6 YRS. CONTINUOUS SERVICE	10 YRS. CONTINUOUS SERVICE	16 YRS. CONTINUOUS SERVICE	20 YRS. CONTINUOUS SERVICE	25 YRS. CONTINUOUS SERVICE	
1	ANNUAL	17,148	18,000	18,888	19,860	20,844	21,816	22,968	24,108	25,296	26,544	27,912	29,328	30,768	32,316	33,924	35,580
	MONTHLY	1,429	1,500	1,574	1,655	1,737	1,818	1,914	2,009	2,108	2,212	2,326	2,444	2,564	2,693	2,827	2,965
2	ANNUAL	18,888	19,860	20,844	21,816	22,968	24,108	25,296	26,544	27,912	29,328	30,768	32,316	33,924	35,580		
	MONTHLY	1,574	1,655	1,737	1,818	1,914	2,009	2,108	2,212	2,326	2,444	2,564	2,693	2,827	2,965		
3	ANNUAL	20,844	21,816	22,968	24,108	25,296	26,544	27,912	29,328	30,768	32,316	33,924	35,580				
	MONTHLY	1,737	1,818	1,914	2,009	2,108	2,212	2,326	2,444	2,564	2,693	2,827	2,965				
4	ANNUAL	22,968	24,108	25,296	26,544	27,912	29,328	30,768	32,316	33,924	35,580						
	MONTHLY	1,914	2,009	2,108	2,212	2,326	2,444	2,564	2,693	2,827	2,965						

Bargaining Unit Titles

- 1 Electrical Surveyman I
- 2 Electrical Surveyman II
- 3 Electrical Surveyman III
- 4 Electrical Surveyman IV

EXHIBIT I

IBEW LOCAL 9

SCHEDULE O

Effective October 1, 1991

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE RATE NEXT 12 MONTHS	NEXT 12 MONTHS	RATE NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FORTH LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE	
1	ANNUAL MONTHLY	17,832 1,486	18,720 1,560	19,644 1,637	20,652 1,721	21,672 1,806	22,692 1,891	23,892 1,991	25,068 2,089	26,304 2,192	27,600 2,300
2	ANNUAL MONTHLY	19,644 1,637	20,652 1,721	21,672 1,806	22,692 1,891	23,892 1,991	25,068 2,089	26,304 2,192	27,600 2,300	29,028 2,419	30,504 2,542
3	ANNUAL MONTHLY	21,672 1,806	22,692 1,891	23,892 1,991	25,068 2,089	26,304 2,192	27,600 2,300	29,028 2,419	30,504 2,542	32,004 2,667	33,612 2,801
4	ANNUAL MONTHLY	23,892 1,991	25,068 2,089	26,304 2,192	27,600 2,300	29,028 2,419	30,504 2,542	32,004 2,667	33,612 2,801	35,280 2,940	37,008 3,084

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION
NUMBER 134 (A.F.L.-C.I.O.)

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Brotherhood of Electrical Workers, Local Union Number 134 (A.F.L.-C.I.O.).

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Brotherhood of Electrical Workers, Local Number 134, A.F.L.-C.I.O., in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A"

City Of Chicago
Agreement With
The International Brotherhood Of Electrical Workers,
Local Union Number 134, A.F.L.-C.I.O.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Brotherhood of Electrical Workers, Local Union No. 134, A.F.L.-C.I.O. (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Electrical Mechanic

Electrical Mechanic (Radio)

Electrical Mechanic - (B)

Electrical Mechanic (Automotive)

Foreman of Electrical Mechanics

Foreman of Electrical Mechanics In-Charge

Electrical Inspector

Supervising Electrical Inspector

Assistant Chief Electrical Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1(a) Prevailing Wage Rates.

Effective July 1, 1988, employees covered by this Agreement, except those specified in Sections 4.2 and 4.3 below, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.1(b) Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1(a) shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1(a) above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.2 Hire Rates.

Section 4.2(a) -- Electrical Mechanic (B).

Employees hired after February 13, 1986 as Electrical Mechanic (B), who are on the payroll on the date of approval by the Union shall receive a lump sum of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment. Further, said employees shall receive the monthly rate of pay as specified in Appendix B, appended to, and made a part of this Agreement.

Section 4.2(b) -- Electrical Mechanic (Automotive).

Employees hired after February 13, 1986 as Electrical Mechanic (Automotive) shall receive the wage rate on a monthly basis being paid to crafts or job classifications doing similar kinds of work in Cook County, as set forth in Appendix B appended to, and made a part of this Agreement.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rates referred to above shall be adjusted to reflect the wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified above and as set forth in Appendix B. In the event the wage rates effective July of each year covered by the Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.3 Assistant Chief Electrical Inspector.

Employees in the job classification Assistant Chief Electrical Inspector shall receive the rates of pay as specified in Appendix A, appended to, and made a part of this Agreement.

Employees specified in this section 4.3 who are on the payroll on the date of approval by the Union shall receive a lump sum of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.

Section 4.4 Call-In Pay.

Employees called in for work outside their regular working hours shall be compensated for not less than four (4) hours at the applicable rate, except for reasons beyond the Employer's control.

Section 4.5 Reporting Pay.

1. Hourly Employees -- Any employee covered by this Agreement who reports for work as scheduled or assigned shall receive a minimum of 2 hours pay, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.
2. Salaried Employees -- When salaried employees report for work and are unable to start work due to circumstances beyond their control, they shall not suffer any loss of pay provided they remain on the premises ready to work, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.

Section 4.6 Acting In A Higher Rated Job.

An employee who is directed to perform and does perform substantially all of the duties of a higher rated classification to the satisfaction of the Employer for more than one (1) day shall be paid at the higher rate.

Article 5.

Hours Of Work And Overtime.

Section 5.1 Workday And Workweek.

This article shall not be a guarantee of hours of work per day or week. Eight (8) hours between 8:00 A.M. and 4:30 P.M. shall constitute a regular workday, except where other hours are currently in effect and as set forth in Appendix C. Forty (40) hours within five (5) days -- Monday through Friday inclusive -- shall constitute a workweek, except for shift personnel. For shift positions requiring a seven (7) day continuous operation, the workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The start times for shift personnel currently vary based on the operational needs of the departments as determined by the Employer and as set forth in Appendix D.

Section 5.2 Overtime.

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

For non-shift employees, all work performed on Saturday up to 4:30 P.M. when Saturday is not part of the employee's workweek shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All other overtime work on Saturday after 4:30 P.M. to Monday 8:00 A.M. when this time is not part of the employee's regular workweek shall be paid for at two (2) times the regular straight time hourly rate of pay.

For shift employees whose regular workweek includes Saturday and/or Sunday, all work performed on the first scheduled day off of the shift employee's regular workweek shall be paid at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on the second scheduled day off of the shift employees regular workweek shall be paid at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

*Article 6.**Holidays.***Section 6.1**

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday

7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus eight (8) hours off with pay (compensatory time).

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)

Continuous Service As Of July 1

Vacation

6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during

the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

Section 10.7 Medical Leave.

Non-probationary employees shall be granted medical leaves of absence, upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves

shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts,

drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said

meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

Step 4.

If the matter is not settled in 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, Step III.

Section 11.3 Grievances And Arbitration:

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at the Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee in writing and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

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

the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss

the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

*Article 13.**Dues Check-Off And Fair Share.*

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Electrical Mechanic is on vacation, a Carpenter shall not be assigned as a

replacement Electrical Mechanic. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Filling Of Permanent Vacancies.

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

Employees within a department who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form. When filling a vacancy, the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees accepting a transfer shall be allowed one such transfer only in any six (6) month period.

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

When filling a vacancy and there are no said employees who have requests on file and no eligible employees on said lists, the Employer shall post the vacancy for 14 days. The Employer shall provide notice to the Union prior to but not later than the first day of the posting.

Qualified bargaining unit employees shall be given an equal opportunity to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that employee applicants shall have preference over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to perform the work required. Where applicants are relatively equally qualified, the Employer shall select the most senior employee. The Employer shall determine whether applicants are "relatively equally qualified" based upon such evidence as performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean for purposes of this section, the employee's continuous service in bargaining unit title(s).

Section 14.8 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under

and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoff And Recall.

Section 15.1

Provisional appointees and probationary employees with less than ninety (90) days of service shall be terminated prior to the layoff of career service employees.

Probationary employees with more than 90 days of service shall be laid off first. 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. "Seniority" shall mean, for purposes of this section, the employee's continuous service in bargaining unit title(s).

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

Employees shall be recalled in the reverse order they were laid off.

Article 16:

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of

the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change

or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives

written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

[Appendices "A" and "B" attached to this agreement
printed on pages 22418 through 22419
of this Journal.]

Appendices "C" and "D" attached to this agreement read as follows:

Appendix "C".

Scheduled Start Times For Non-Shift Personnel.

Department of Aviation

O'Hare International Airport	7:00 A.M.
Midway Airport	7:00 A.M.
Meigs Field	6:00 A.M.

Department of General Services

Bureau of Buildings Management	6:00 A.M.
	7:00 A.M.
	3:00 P.M.

Department of Public Works

Bureau of Engineering 8:00 A.M.

Department of Water

Bureau of Water Operations 7:30 A.M.

8:00 A.M.

Bureau of Water Distribution 8:00 A.M.

Department of Streets and Sanitation

Bureau of Sanitation 7:00 A.M.

Bureau of Electricity 8:00 A.M.

Police Department

Motor Maintenance Division 6:00 A.M.

7:30 A.M.

2:00 P.M.

4:00 P.M.

Electronic Maintenance Division 7:30 A.M.

Fire Department

Bureau of Support Services 8:00 A.M.

Chicago Public Library 8:00 A.M.

Department of Inspectional Services

Bureau of Technical Inspections

8:00 A.M.

Appendix "D".

*Scheduled Start Times For Shift Personnel
(7 Day Continuous Operation).*

Department of Aviation

O'Hare International Airport

8:00 A.M.

4:00 P.M.

12:00 midnight

Midway Airport

5:00 A.M.

1:00 P.M.

Department of Public Works

Calumet Skyway Toll Bridge
Operations

7:00 A.M.

3:00 P.M.

Department of Water

Bureau of Water Operations

6:30 A.M.

2:30 P.M.

10:30 P.M.

Department of Streets and Sanitation

Bureau of Sanitation
(Northwest Incinerator)

7:00 A.M.

3:00 P.M.

11:00 P.M.

Bureau of Electricity
(Police and Fire Communications)

8:00 A.M.
4:00 P.M.
12:00 midnight

Department of General Services

Bureau of Fleet Management

7:00 A.M.
3:00 P.M.

Police Department

Motor Maintenance Division

7:00 A.M.
3:00 P.M.
11:00 P.M.

Electronic Maintenance Division

7:30 A.M.
4:00 P.M.
12:00 midnight

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF
FIREMEN & OILERS, LOCAL NUMBER 7
(A.F.L.-C.I.O.).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Brotherhood of Firemen & Oilers, Local Number 7 (A.F.L.-C.I.O.).

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

(Continued on page 22420)

Appendix A

Wage Rates Effective:

<u>Bargaining Unit Titles</u>	<u>1/1/88</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
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Electrical Mechanic \$19.30/hr. \$20.00/hr. \$20.00/hr.

Electrical Mechanic (Radio) \$19.30/hr. \$20.00/hr.

Electrical Mechanic (B)* \$19.29/hr. \$20.00/hr.

Electrical Mechanic (Automotive)* \$19.29/hr. \$20.00/hr.

Foreman of Electrical Mechanics \$20.80/hr. \$21.50/hr.

Foreman of Electrical Mechanics I/C \$3865.33/mo. \$3986.67/mo.

Electrical Inspector \$3536.00/mo. \$3655.00/mo.

Supervisor of Electrical Inspectors \$3791.00/mo. \$3910.00/mo.

* Employees in the bargaining unit title prior to February 13, 1986

	<u>1/1/88</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>	<u>10/1/91</u>
Assistant Chief Electrical Inspector	\$4008.00/mo.	\$4048.00/mo.	\$4169.50/mo.	\$4253.00/mo.	\$4359.50/mo.	\$4489.75/mo.

Appendix B

Bargaining Unit Titles Wage Rates Effective:

	<u>1/1/88</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>10/1/90</u>	<u>7/1/91</u>
Electrical Mechanic (B)**	\$2953.00/mo.	\$2985.00/mo.	\$3071.50/mo.	\$3132.00/mo.	\$3158.00/mo.	\$3245.00/mo.

** Employees hired in the bargaining unit title after February 13, 1986

Bargaining Unit Titles Wage Rates Effective:

	<u>1/1/88</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Electrical Mechanic (Automotive)**	\$2755.00/mo.	\$2910.25/mo.			

** Employees hired in the bargaining unit title after February 13, 1986

(Continued from page 22417)

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Brotherhood of Firemen & Oilers, Local Number 7 (A.F.L.-C.I.O.), in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

International Brotherhood Of

Firemen & Oilers, Local Number 7 (A.F.L.-C.I.O.).

Agreement.

This Agreement including Addendum A, is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Brotherhood of Firemen & Oilers, Local No. 7 (hereinafter referred to as the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Stationary Fireman

Boiler Washer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the two above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by specific provision of this Agreement.

Article 3.

Hours Of Work.

Section 3.1 The Workweek.

The normal workweek shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. For shift positions requiring a seven day continuous operation, the workweek shall be a regular recurring 7-day period. The starting time of employees shall be between the hours of 6:00 A.M. to 8:00 A.M., 2:00 P.M. to 4:00 P.M. or 10:00 P.M. to 12:00 P.M. as determined by the Employer. Other starting times are permissible upon reasonable prior notice to, and upon request, discussion with the Union, and the approval of the Director of Labor Relations. Such changes shall not be made for arbitrary or capricious reasons. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Section 3.2 Overtime.

For an employee who has an excused absence or absence due to illness and who works less than forty (40) hours in any workweek, all work performed after eight (8) hours worked in any 24-hour period shall be considered overtime and paid for at the rate of time and one-half the hourly rate.

All work performed over forty (40) hours worked in the normal workweek shall be considered overtime and paid for at one and one-half (1-1/2) times the regular hourly rate.

All employees who are scheduled on a seven day continuous operation workweek will be paid at straight time for Saturday, providing it is part of their normal workweek. Employees working on a Monday through Friday schedule will be paid at the rate of time and one-half for Saturday work. Employees working other than a Monday through Friday schedule will be paid at time and one-half for all hours worked on the sixth day of their workweek.

Commencing November 1, 1988, employees, who are scheduled on a seven day continuous operation workweek and who work a sixth consecutive day in the Employer's workweek as part of the regular work schedule, may elect to receive eight (8) hours compensatory time plus four (4) hours of pay at the regular straight time hourly rate of pay in lieu of one and one-half (1-1/2) times the regular straight time hourly rate of pay. Accumulation and use of any such earned compensatory time shall be limited to forty-eight (48) hours (commencing January 1, 1990 -- 56 hours; January 1, 1991 -- 64 hours).

All employees who are scheduled on a seven day continuous operation workweek will be paid at straight time for Sunday, providing it is part of their normal workweek. Employees

working on a Monday through Friday schedule will be paid at a rate of two times their hourly rate for Sunday work. Employees working other than a Monday through Friday schedule will be paid at double time for all hours worked on the seventh day of the workweek. Employees required to work a seventh consecutive day in a normal workweek will be paid two (2) times their hourly rate for all hours worked on such seventh day.

There shall be no pyramiding of overtime. An employee shall not be paid twice for the same hours of work.

Section 3.3 Early Call-In.

If an employee is called in to work earlier than his/her normal starting time, the employee will be allowed to work his/her regular shift hours following such call-in, unless the employee is prevented from working for reasons beyond the control of the Employer.

Section 3.4 Call-In Pay.

If an employee is called to work on a day other than one of his normal workdays, he shall be guaranteed at least four hours pay at the rate which is applicable for the particular time, unless the employee is prevented from working for reasons beyond the control of the Employer.

Section 3.5

The Employer will not change an employee's normal workweek or normal workday for the purpose of avoiding payment of overtime or holiday pay. It is understood that work forces may be reduced on holidays without change in schedule.

Article 4.

Holidays.

Section 4.1

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

1. New Year's Day

2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 4.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 4.1, he/she shall be paid at the rate of two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 4.1, such employee shall be paid eight hours at straight time for such holiday.

If a calendar holiday as specified in Section 4.1 falls on the employee's normal day off, such employee shall receive his/her normal week's pay in addition to eight hours holiday pay at straight time.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 4.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be

considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 4.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 4.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said holidays which fall on Sunday will be observed the Monday after the holidays. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 5.

Vacations.

Section 5.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 5.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 5.1 above and will be paid on a supplemental payroll as soon as practicable following the last day worked. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 5.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 5.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 5.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 5.6

Vacation picks will be granted by classification seniority among the employees in the same work location, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 5.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 5.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 5.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority,

the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the city for vacations, provided a majority of other employees of the Employer receive such credit.

Article 6.

Continuous Service.

Section 6.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 6.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 6.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 6.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 6.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 6.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 6.6 Seasonal 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 of 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 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 months of said seasonal service during the 1984 -- 1985 winter season, or (b) five 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 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 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 accumulates 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.

Article 7.

Seniority -- Transfer And Layoffs Within The Bargaining Unit.

Section 7.1 Policy.

The Employer agrees to abide by the seniority rules herein. In the event of layoff, bargaining unit seniority in the affected classification (also known as time-in-title) shall prevail, provided the remaining employees have the skill, ability, knowledge and efficiency to perform the Employer's required work, and further provided, that there is not a negative effect on the effort to insure equal employment opportunities consistent with Article 16 of this Agreement. In the event the Employer recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off.

Further, the Employer will hire no new employees if any bargaining unit employees are on layoff status and do not suffer a break-in-service, assuming such laid off employee or employees are qualified to do the Employer's required work. Seniority means the length of

continuous service of any employee in the bargaining unit covered by the Agreement from the date of his/her last hire in the bargaining unit.

Section 7.2 Vacancies Within Classification.

Employees within the same job classification at the same location may bid for a particular shift in a job location only when a permanent vacancy occurs and such bids will be honored by the Employer in accordance with bargaining unit seniority within such job location, provided the employee has the skill, ability, knowledge and efficiency to perform the Employer's required job duties of the said vacant job.

After the shift vacancies have been filled in accordance with the above paragraph the remaining classification vacancies shall be filled by the most senior employee in the bargaining unit who has requested a transfer on the prescribed Employer form prior to such vacancy, provided the employee has the skill, ability, knowledge and efficiency to perform the Employer's required job duties of the said vacant job. If no bargaining unit employee has requested such transfer, the vacancy shall be filled first by the most senior employee in the bargaining unit on layoff status who the Employer finds to be qualified for the job and second by hiring a new employee.

Article 8.

Wages.

The Employer will pay an hourly rate of wages to the employees covered by this Agreement as specified in Addendum A, which is attached hereto. During the term of this Agreement, the Union will not request the Employer to pay more than the hourly rate specified in Addendum A, and the Employer will not pay less than the hourly rate specified in Addendum A.

Article 9.

***Group Health, Vision Care, Dental,
Life And Accident Benefits.***

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the city under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted),

father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the

employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5 day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his/her appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting

with the Union and employee. The Employer is not obligated to meet with the employee and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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 condition of employment, shall be exclusively settled in the following manner:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate

advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and

substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown

or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted or on a monthly or quarterly basis as directed by the Union under terms and procedures as shall be agreed upon in negotiations between the Employer and Union. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another local Union of the coalition shall not perform the work of said employees. For example, if a Truck Driver is on vacation, a Plumber shall not be assigned as a replacement Truck Driver. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Access By Union Representatives.

Duly authorized officials of the Union will be permitted at reasonable times to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that whether or not such rules are reasonable shall be subject to the arbitration procedure of this Agreement.

Section 14.5 Stewards.

The Union will advise the Employer in writing of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 14.6 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Article 15.

Separability.

If any part of this Agreement is determined to be invalid by a court of law other provisions shall remain in full force and effect and the parties shall meet to negotiate successor provisions to those which have been determined to be invalid.

Article 16.

Nondiscrimination.

Section 16.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to ensure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 16.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, ancestry, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union. Allegations of discrimination shall not be pursued through the grievance procedure of this Agreement, but shall be submitted to the appropriate state or federal agency.

Article 17.

Amendments.

The Employer and the Union may jointly modify this Agreement and its Addenda which shall be binding on the Employer, the Union and the employees.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

This Agreement shall be effective upon ratification by the City Council and shall remain in full force and effect until December 31, 1991. It shall continue in effect from year to year thereafter unless the Union notifies the Employer in writing by certified mail or other verifiable means of service no earlier than 90 days preceding and no later than 60 days preceding December 31, 1991, or December 31 of any year thereafter of its desire to make certain changes or amendments to this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 10th day of November, 1988.

[Signature forms omitted for printing purposes.]

Addendum "A" attached to this agreement reads as follows:

Addendum "A"

Wage Rates.

<i>Classification</i>	<i>Effective</i>				
	1/1/88	7/1/88	7/1/89*	7/1/90*	7/1/91*
Boiler Washer	\$14.55/hr.	15.57/hr.			

<i>Classification</i>	<i>Effective</i>				
	1/1/88	7/1/88	7/1/89*	7/1/90*	7/1/91*
Stationary Fireman	\$14.55/hr.	\$15.57/hr.			

*The Employer agrees to pay the rate per hour for the above classifications which is then in effect in the Union's collective bargaining agreement with the University of Illinois effective July 1, 1988, July 1, 1989, July 1, 1990, and July 1, 1991; provided that, if the effective dates of the wage rates negotiated in the University of Illinois' contract are later than July of the respective year, the adjustments shall be made effective on such later dates.

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS, LOCAL NUMBER 2.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Union of Elevator Constructors, Local Number 2.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Union of Elevator Constructors, Local Number 2, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

International Union Of Elevator Constructors

Local Number 2.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Union of Elevator Constructors, Local Number 2 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Elevator Inspector

Elevator Engineer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1, above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive eight (8) hour days Monday through Friday, and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M., as determined by the Employer.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than

for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986, who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such

probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.

- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, other than the National Guard, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

*Article 11.**Discipline And Grievance/Arbitration.***Section 11.1**

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the hearing officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his/her appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, the employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change *the terms of this Agreement*, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in

conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify

involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Elevator Inspector is on vacation, a Clerk shall not be assigned as a replacement Elevator Inspector. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are relatively equal among the other employees in the job in the department.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.2 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under

which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1,

1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Elevator Inspector	\$4,071.60/mo.	\$4,163.50/mo.			
Elevator Engineer	4,071.60/mo.	4,163.50/mo.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
NUMBER 150.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Union of Operating Engineers, Local Number 150.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Union of Operating Engineers, Local Number 150, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

The International Union Of Operating Engineers,

Local Number 150.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Union of Operating Engineers, Local Number 150 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Construction Equipment Inspector

Hoisting Engineer Apprentice

Hoisting Engineer Class I

Hoisting Engineer Class II

Hoisting Engineer Class III

Hoisting Engineer-In-Charge

Foreman Of Hoisting Engineers

General Foreman Of Hoisting Engineers

Superintendent Of Hoisting Engineers

Steamroller Engineer Class I

Steamroller Engineer Class II

Steamroller Engineer Class III

Steamroller Engineer Class IV

Steamroller Engineer Class V

Steamroller Engineer (Field Mechanic Welder)

Steamroller Engineer (Shop Welder Mechanic)

Steamroller Engineer (Maintenance Of Equipment)

General Foreman Of Steamroller Engineers

Shop Mechanic (Fleet)

Service Mechanic (Fleet)

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Section 1.2

Effective January 1, 1989, the Steamroller Engineer title will be eliminated and all persons employed as Steamroller Engineers will have their title changed to Hoisting Engineer, Shop Mechanic (Fleet), or Service Mechanic (Fleet), as appropriate. Seniority as a Steamroller Engineer will carry over to the new title.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of

funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Rate Of Pay.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this Agreement shall receive the hourly or monthly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Exhibit A and Exhibit B which are appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A and B. In the event the hourly wage rates effective July of the effective year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective date; provided however, if the effective dates of the hourly wage rate are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.3

The General Foreman of Hoisting Engineers will receive \$.75 per hour more than a Foreman of Hoisting Engineers and the Superintendent of Hoisting Engineers will receive \$1.50 per hour more than a Foreman of Hoisting Engineers in accordance with the provisions of Sections 4.1 and 4.2 and as set forth in Appendix A attached hereto.

Section 4.4 Reporting Pay.

All employees shall be obligated to report to work each day Monday through Friday at the designated starting time. Any notification to the contrary from the Employer to the employee will not relieve the Employer from the provisions of this section unless the Employer notifies the employee at least three (3) hours prior to the designated starting time not to report for work. If the employee has not been so notified, he shall receive a minimum of two (2) hours reporting pay.

Section 4.5 Call-In Pay.

Employees called in for work outside their regular working hours shall be compensated for not less than four (4) hours at the applicable overtime rate in accordance with the historical and traditional practices of the Employer and the Union.

Section 4.6 Inspectors.

Inspectors employed under this Agreement shall receive the Foreman's rate of pay provided for in the Agreement(s) referred to in Sections 4.1 and 4.2 above.

Article 5.

Hours Of Work.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days Monday through Friday and two (2) consecutive days off.

The workweek shall be a regular recurring seven (7) day period beginning at midnight (12:00 A.M.) Sunday and ending at midnight (11:59 P.M. Saturday) the following Sunday. The starting times of Inspectors and Hoisting Engineers currently vary between the hours of 7:00 A.M. to 8:00 A.M., 3:00 P.M. and 6:00 P.M. as determined by the Employer. The starting times of Steamroller Engineers currently vary between the hours of 6:00 A.M. and 8:00 A.M. at half-hour intervals as determined by the Employer.

Section 5.2 Overtime.

Overtime and premium pay shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreements which are negotiated in the private sector and which historically and traditionally govern said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above. Section 5.2(b) shall apply to current Steamroller Engineers for 1988 only. Section 5.2(a) shall apply to Hoisting Engineers for 1988 and to all employees effective January 1, 1989.

Section 5.2(a) Overtime -- Hoisting Engineers And Construction Equipment Inspectors.

All work performed in excess of forty hours per week or after eight (8) hours worked in any 24-hour period should be considered overtime and paid for at the rate of two (2) times the regular straight time rate provided the employee completes the normal workweek or is absent with the Employer's permission.

All work performed on Saturday or Sunday, or the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay.

Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.2(b) Overtime -- Steamroller Engineers.

All work performed in excess of forty hours per week or after eight hours worked in any 24-hour period should be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular straight time rate provided the employee completes the normal workweek or is absent with the Employer's permission.

All work performed on Saturday, or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay.

Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same department.

*Article 6.**Holidays.***Section 6.1**

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday

7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on a paid holiday under this Agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2-1/2) times his/her regular hourly rate (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

If a full-time hourly employee is not required to work on a paid holiday under this Agreement, such employee shall be paid eight (8) hours at his/her regular straight time hourly rate for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Determining Work Days As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose work day extends over parts of two (2) calendar days, one of which is a holiday, shall be

considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays as referred to in Section 6.1 which fall on Saturday will be observed on Friday before the holiday; said holidays as referred to in Section 6.1 which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays as referred to in Section 6.1 which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is with the Employer's permission. Such permission shall not be unreasonably denied.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

Continuous Service as of July 1

Vacation

Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar

year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of

his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6

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 of 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 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 months of said seasonal service during the 1984 -- 1985 winter season, or (b) five 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 desired to return to work and shall be available to report for employment within 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 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 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 accumulates 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.

Section 8.7 Filling Of Vacancies.

Section 8.7(a) Posting.

The posting of an Employer-determined vacancy shall be for 14 days. When a vacancy occurs, the Employer shall provide notice to the Union prior to but no later than the day of the posting of the vacancy.

Section 8.7(b) Promotion.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay higher rates of pay and which are declared vacant by the Employer. The Employer shall select the most qualified applicant, provided that an employee applicant

shall have preference over a non-employee applicant, unless the non-employee applicant has demonstrably greater skill and ability to perform the work required. Where applicants are relatively equally qualified, the Employer shall select the most senior employee (time-in-title). The Employer shall determine whether applicants are "relatively equally qualified" based upon such evidence as performance evaluations, experience, training, proven ability and similar criteria.

Section 8.7(c) Seasonal Employee Preference.

When the Employer declares a vacancy for full-time Hoisting Engineers or Steamroller Engineers, seasonal Hoisting or Steamroller Engineer employees who have recall rights under Section 8.6 of this Agreement, shall be given preference for hire over non-employees, provided they have the then present ability to perform the work to the Employer's satisfaction without further training. Where applicants are relatively equally qualified, the Employer shall select the most senior seasonal employee (time-in-title). The Employer shall determine whether applicants are "relatively equally qualified" based upon such evidence as performance evaluations, experience, training, proven ability and similar criteria.

Section 8.7(d)

Ties in seniority will be broken by lottery.

Article 9.

***Group Health, Vision Care, Dental,
Life And Accident Benefits.***

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be

reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1 Discipline And Discharge.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the hearing officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee

and Union prior to taking disciplinary action where the employee is unavailable or in emergency situations.

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the Department Head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

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 his Agreement. The rules governing procedure for arbitration shall be the same as in 11.3, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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 condition of employment, shall be exclusively settled in the following manner:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where

employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives.

The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for Sections 13.1, 13.2, 13.3 and 13.4 of this article, or by reliance on any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Hoisting Engineer is on vacation, a Plumber shall not be assigned as a replacement Hoisting Engineer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposed to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with

the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employee.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 14.8 Acting In A Higher Rated Job.

An employee who is directed to perform and does perform substantially all of the duties of a higher rated classification to the satisfaction of the Employer for more than one day shall be paid at the higher rate.

Section 14.9

The agreement between the Employer and the Union for an "Apprenticeship Program", as set forth in Appendix C, is appended to, and made a part of this Agreement.

Article 15.

Layoffs And Recall.

Section 15.1

Probationary employees with less than ninety (90) days of service shall be terminated prior to the layoff of career service employees. Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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, in the department. For purposes of this section only, the Bureau of Electricity shall be considered as a separate and distinct department from the Department of Streets and Sanitation for all employees hired prior to the ratification of this Agreement.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the Department provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or Departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of November, 1988.

[Signature forms omitted for printing purposes.]

Appendices "A" through "C" attached to this agreement read as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Hoisting Engineer Rates</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Construction Equipment Inspector	\$3,714.50/mo.	\$3,833.50/mo.	\$3,952.50/mo.		
Hoisting Engineer Class I	21.10/hr.	21.80/hr.	22.50/hr.		
Hoisting Engineer Class II	19.80/hr.	20.50/hr.	21.20/hr.		
Hoisting Engineer Class III	18.15/hr.	18.85/hr.	19.55/hr.		

<i>Bargaining Unit Titles</i>	<i>Hoisting Engineer Rates</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Hoisting Engineer- In-Charge	\$21.85/hr.	\$22.55/hr.	\$23.25/hr.		
Foreman of Hoisting Engineers	21.85/hr.	22.55/hr.	23.25/hr.		
General Foreman of Hoisting Engineers		4,038.66/mo.	4,160.00/mo.		
Superintendent of Hoisting Engineers	3,920.50/mo.	4,168.66/mo.	4,290.00/mo.		
Shop Mechanic (Fleet) *		19.05/hr.	19.75/hr.		
Service Mechanic (Fleet)		20.10/hr.	20.80/hr.		

* Employees hired prior to the effective date of this Agreement who are reclassified into these titles shall be red-circled at their current rate of pay until July 1, 1989.

Appendix "B".

Steamroller Engineer Rates For 1988.

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>	
	1/1/88	7/1/88
Steamroller Eng. Class I	\$19.40/hr.	\$20.10/hr.
Steamroller Eng. Class II	18.85/hr.	9.55/hr.
Steamroller Eng. Class III	17.70/hr.	18.40/hr.
Steamroller Eng. Class IV	16.30/hr.	17.00/hr.

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>	
	1/1/88	7/1/88
Steamroller Eng. Class V	\$15.10/hr.	\$15.80/hr.
Steamroller Eng. (Field Mechanic Welder)	19.40/hr.	21.10/hr.
Steamroller Eng. (Shop Welder Mechanic)	18.35/hr.	19.05/hr.
Steamroller Eng. (Maintenance of Equipment)	15.85/hr.	16.55/hr.
Frmn. of Steamroller	19.90/hr.	20.60/hr.
Genl. Frmn. of Steamroller	3,442.50/mo.	3,561.50/mo.

Effective January 1, 1989 current Steamroller Engineers in Streets and Sanitation would receive the appropriate rates then in effect for Hoisting Engineers.

Appendix "C".

Apprenticeship Agreement.

This Agreement, entered into this 14th day of July, 1988, between the City of Chicago, hereinafter referred to as the Employer, and the International Union of Operating Engineers Local 150.

Whereas, the Employer and the Union are desirous of entering into an agreement for the employment and training of apprentices in conformity with the standards of the Operating Engineers Local 150 Apprenticeship and Skill Improvement Programs, which standards are hereby made a part of the agreement as if expressly written herein; and thereafter, in consideration of the premises and of the mutual covenants herein contained, they do hereby mutually covenant and agree as follows:

- That the Employer agrees to employ apprentices for the purpose of enabling said apprentices to learn and acquire the trade or craft of Operating Engineering under the

terms and conditions contained in the apprenticeship standards attached to this Agreement and made a part thereof.

That the Union agrees to an addendum to the collective bargaining agreement with the Employer by allowing the use of apprentices in accordance with this Agreement within the terms of the City Agreement, as amended. In the event of conflict the terms of this apprenticeship agreement shall control:

Therefore, the following addendum to the collective bargaining agreement shall apply:

1. The Employer agrees to pay \$.15 per hour into the Operating Engineers Local 150 Apprenticeship Fund and to bound by and comply with the terms of said trust.

2. Payment shall be 173 hours a month times the number of Hoisting Engineers and Hoisting Engineer Apprentices employed by the City.

3. The duration of this agreement shall be from the date of execution and thereafter, running concurrently with the collective bargaining agreement between the Union and the City and any extension thereof.

4. The City agrees further that if the apprentice contribution rate increases in private sector area wide negotiations, the City shall pay any additional sums as called for by the private sector area wide bargaining for the remainder of this contract and any extensions thereof.

5. The Employer agrees that they shall select the apprentice or apprentices to be hired from the eligibility list submitted to them by the apprentice coordinator except that current Hoisting Engineer Apprentices with the City of Chicago will be placed at the third year apprenticeship level and continue to advance through the apprenticeship program from that point.

The Employer further agrees to consider only residents of the City of Chicago for the apprenticeship program and that due consideration will be given to affirmative action in filling these positions.

6. All applicants for apprenticeship shall meet all the prescribed standards required by the trust agreement and shall have equal opportunity.

7. The number of apprentices to be employed by the City shall not at any time exceed a 1 to 6 ratio with journeymen, unless mutually agreed to by the Union and the City.

8. The Employer acknowledges that the hiring of apprentices shall not cause a layoff of Hoisting Engineers working for the City of Chicago, it being further understood that in a case of layoff, apprentices shall be laid off first and rehired last.

9. The term of an apprentice shall be according to the trust agreement as adopted.

10. The regular wage rate for apprentices shall be the following respective percentages of the current wage rate for Journeyman (Class 1) plus fringe benefits as implemented from the date of first hire for Hoisting Engineers employed by the City of Chicago:

Percentage Of Journeymen's Rate	Time Period To Be Paid
55%	First Year Apprentice
70%	Second Year Apprentice
75%	1st Half of Third Year
80%	2nd Half of Third Year
85%	1st Half of Fourth Year
90%	2nd Half of Fourth Year

The Coordinator-Administrator of the Apprenticeship and Skill Improvement Program shall issue a report of credited school days completed for the purpose of establishing the apprentice's wage rate, providing copies to the apprentice's employer and coordinator.

11. Apprentices who successfully complete the Apprenticeship and Skill Improvement Program and become Journeymen Hoisting Engineers shall not be required to file an application for a position as a Hoisting Engineer, but will be appointed as Journeymen Hoisting Engineers with full career service status as vacancies and funds permit or shall be placed on the recall list and shall be hired following any previously laid off Hoisting Engineers.

12. It is agreed that apprentices may not work alone except in the case of a third year apprentice who shall be supervised by a Journeyman Hoisting Engineer.

In Witness Whereof the parties hereunto set their hands and seals:

[Signature forms omitted for printing purposes.]

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NUMBER 399.

The Committee on Finance submitted a report recommending that the City Council pass a

proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the International Union of Operating Engineers, Local Number 399.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Union of Operating Engineers, Local Number 399, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

International Union Of Operating Engineers

Local Number 399.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Union of Operating Engineers, Local Number 399 (hereinafter referred to as the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications for work presently performed by employees in these classifications:

Operating Engineer, Group "C" Trainee

Operating Engineer, Group "C"

Operating Engineer, Group "A"

Assistant Chief Operating Engineer

Chief Operating Engineer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

The job classifications listed in Article 1 above are for descriptive purposes only. Their uses are neither an indication nor a guarantee that those classifications or titles will continue to be utilized by the City.

Article 3.

Union And Management.

Section 3.1 Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and allocation of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 4.

Cooperation In Recruiting.

The Union undertakes, when requested to do so, to stand ready to furnish the City of Chicago with reliable and competent engineers.

Article 5.

Hours Of Work.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of 5 consecutive 8-hour days and 2 consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

Work shifts shall begin as follows:

First Shift	6:00 A.M. -- 8:00 A.M.
Second Shift	2:00 P.M. -- 4:00 P.M.
Third Shift	10:00 P.M. -- midnight

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked in any 24-hour period where the employee has 40 hours of work or excused absences; or on the sixth consecutive day worked in the Employer's workweek, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay.

Commencing November 1, 1988 employees, who are scheduled on a seven day continuous operation workweek and who work a sixth consecutive day in the Employer's workweek as a part of the regular work schedule, may elect to receive eight (8) hours compensatory time plus four (4) hours of pay at the regular straight time hourly rate of pay in lieu of one and one-half (1-1/2) times the regular straight time hourly rate of pay. Accumulation and use of any such earned compensatory time shall be limited to 48 hours (commencing January 1, 1990 -- 56 hours; January 1, 1991 -- 64 hours).

All work performed on the seventh consecutive day worked in the Employer's workweek, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.2(a).

Section 5.3 Reporting Pay.

1. Hourly Employees -- Any employee covered by this Agreement who reports for work as scheduled or assigned shall receive a minimum of 2 hours pay, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.

2. Salaried Employees -- When salaried employees report for work and are unable to start work due to circumstances beyond their control, they shall not suffer any loss of pay provided they remain on the premises ready to work, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.

Section 5.4 Call-In Pay.

An employee called in for work outside his regular working hours shall be guaranteed at least four hours pay at the rate which is applicable for the particular time, unless the employee is prevented from working for reasons beyond the control of the Employer.

Section 5.5

The Employer will not change an employee's normal workweek or normal workday for the purpose of avoiding payment of overtime or holiday pay. It is understood that forces may be reduced on holidays without a change in schedule.

Section 5.6 Trading Shifts.

Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted, provided the supervisor in charge gives his approval, and further provided, such trade does not result in any overtime liability to the Employer.

Section 5.7 Acting In A Higher Rated Job.

An employee who is directed to perform and does substantially all of the duties of a higher rated classification to the satisfaction of the Employer for more than 1 day shall be paid at the higher rate.

Article 6.

Holidays.

Section 6.1

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

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

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

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

c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid

vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above and will be paid on a supplemental payroll as soon as practicable following the last day worked. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 13 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority. If an employee splits his/her vacation, said classification seniority will apply only to the first pick. If vacations are in effect when a transfer occurs, classification seniority shall start January 1 of the following year, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit

Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved full-time Union representative leaves, medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of

his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Seasonal 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 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 months of said seasonal service during the 1984 -- 1985 winter season, or (b) five 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 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 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 accumulates 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.

Section 8.7 Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. 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 service in the job title (time-in-title) citywide.

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

Employees shall be recalled in the reverse order they were laid off, subject to the provisos.

Section 8.8 Promotion.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which pay higher rates of pay and which are declared vacant by the Employer. Vacancies will be posted for a period of fourteen (14) calendar days. On the first day of posting a written notice will be sent to the Union by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. Senior bidders who are not selected shall be so notified in writing.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

Section 8.9 Transfers.

Employees with a department who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form. When filling a vacancy, the Employer shall select the most senior (time-in-title) employee in the job classification in the Department who has such a request on file, provided the employee has the present ability to perform the required work without further training. Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

The current practice in regard to transfers between departments will continue, provided that both Department Heads are in agreement.

Article 9.

Wages.

Section 9.1

Employees, where there has not been an agreement to the contrary, shall be paid the hourly wage rate negotiated by Local 399, International Union of Operating Engineers, in its area-wide collective bargaining agreement with the University of Illinois, then in effect on July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, in accordance with the Employer's past practice. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 9.2

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991 the basic wage or salary schedule of each job classification shall be as set forth in Exhibit "A", appended to and made a part of this Agreement.

Section 9.3

Newly appointed Operating Engineers, Group "C" without a valid Stationary Engineers license shall be classified as Operating Engineer Group "C" (Trainee) and shall be compensated according to the following schedule:

<i>Starting Rate</i>	<i>\$6.30 per hour</i>
6 months of service	6.70 per hour
12 months of service	7.10 per hour
24 months of service	7.90 per hour
30 months of service	8.79 per hour
36 months of service	9.50 per hour.

Article 10.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other

employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 11.

Leaves Of Absence.

Section 11.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her

regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 11.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 11.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 11.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continued to work under a classification that was receiving sick leave at

the execution of the Agreement. This provision will not affect any accumulated sick leave such employees may have at the execution of this Agreement.

Section 11.5 Duty Disability Leaves.

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

Section 11.6 Leaves Without Pay.

a. Personal Leaves. Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

b. Medical Leaves. Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service

requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 12.

Discipline And Grievance/Arbitration.

Section 12.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the hearing officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives

present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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 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.

Section 12.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said

review form shall be printed on the back of or attached to the notice 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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 12.3, Step III.

Section 12.3 Grievance And Arbitration.

Except as in disciplinary provisions of 12.1 and 12.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee in writing and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 13.

No Strikes -- No Lockout.

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 13.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 13.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 13.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 14.

Dues Check-Off And Fair Share.

Section 14.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such

deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The local Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 14.1, 14.2, 14.3 and 14.4 of this article, or in reliance on any any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 14.2

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 14.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 14.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired

on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 15.

Miscellaneous.

Section 15.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 15.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if an Operating Engineer is on vacation, a Electrician shall not be assigned as a replacement Operating Engineer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 15.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 15.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 15.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 15.6 Mileage Reimbursement.

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicle to perform their assignments shall be reimbursed at the rate of 22.5 cents per mile in accordance with the Employer's existing requirements and procedures.

Section 15.7 Bulletin Boards.

The Union shall have the right to bulletin board space at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards.

Section 15.8 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service termination; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department); transfers (change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 15.9 Negotiating Team.

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of regular straight time pay.

Section 15.10 Labor-Management Committee.

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The Director of Labor Relations shall be sent a written agenda by the Union for any meeting 7 days prior to said meeting.

Section 15.11 Just Cause Standard.

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 15.12 File Inspection.

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours except for information which the Employer deems confidential.

Section 15.13 Limitation On Use Of File Material.

It is agreed that any material and/or matter not available for inspection, as provided for in Section 15.12 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 15.14 Use And Destruction Of File Material.

A. Police Department.

Disciplinary Investigation files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the complaint register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

B. All Departments.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings.

Any record of discipline may be used for a period of time not to exceed three (3) years and shall thereafter not be used to support or as evidence of adverse employment action, unless a pattern of sustained infraction exists.

Section 15.15 Engineer Trainee Program.

Effective June 16, 1987 the Employer and the Union entered into an Agreement for the employment and training of persons in an "Engineers Trainee Program". This Agreement, Exhibit "B", is appended to, and made a part of this contract.

Article 16.

Separability.

If any part of this Agreement is determined to be invalid by a court of law all other provisions shall remain in full force and effect.

Article 17.

Nondiscrimination.

Section 17.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 17.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 17.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to the arbitration unless mutually agreed by the parties.

Article 18.

Union Representative.

Section 18.1 Representatives.

The Union will advise the Employer in writing, of the names of its representatives and shall notify the Employer promptly of any changes.

A designated representative shall be allowed time off at the employee's regular rate of pay to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement.

Representatives will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Representatives shall notify their immediate supervisors in advance of their intention to handle and process grievances.

Supervisors may not unreasonably withhold permission to the representatives to engage in such activities.

Employees acting as representatives shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfer of representatives from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 18.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 18.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 19.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the

City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 20.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991, and will continue thereafter from year to year unless notice of termination or of a desire to modify this Agreement is given by either party sixty (60) days prior to December 31, 1991, or sixty (60) days prior to any anniversary date thereafter. If such notice is given, the parties shall meet promptly to negotiate a new Agreement.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 10th day of November, 1988.

[Signature forms omitted for printing purposes.]

Exhibits "A" and "B" attached to this agreement read as follows:

Exhibit "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>			
	1/1/88	7/1/88	7/1/89	7/1/90 7/1/91
Operating Engineer, Group "C"	\$18.51/hr.	\$19.81/hr.		
Operating Engineer, Group "A"	19.51/hr.	20.88/hr.		
Assistant Chief Operating Engineer	21.46/hr.	22.97/hr.		

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>			
	1/1/88	7/1/88	7/1/89	7/1/90 7/1/91
Chief Operating Engineer	4,058.00/mo.	4,344.00/mo.		

*Exhibit "B".**Agreement.*

This Agreement is entered into on this 16th day of June, 1987 between the City of Chicago, hereinafter referred to as the Employer and the International Union of Operating Engineers, Local No. 399 hereinafter referred to as the Union.

Whereas, the Employer and the Union are desirous of entering into an agreement for the employment and training of persons in an "Engineer Trainee Program" they do hereby mutually covenant and agree as follows:

That the Employer agrees to employ trainees for the purpose of enabling said trainees to acquire the knowledge necessary to qualify for a valid Stationary Engineer's license.

That the Union agrees to an addendum to the Collective Bargaining Agreement with the Employer by allowing the use of trainees in accordance with this Agreement within the terms of the City Agreement as amended. In the event of conflict the terms of the Trainee Agreement will prevail.

Therefore, the following addendum to the Collective Bargaining Agreement shall apply:

1. The duration of this agreement shall run from the date of execution and thereafter, running concurrently with the Collective Bargaining Agreement between the Union and the Employer and any extensions thereof.
2. All applicants for trainee positions shall have equal opportunity for hiring.
3. The number of trainees who may be employed shall be determined by agreement between the Union and the Employer. The Employer shall give advance written notice to the Union of its intent to hire trainees and, upon request, will meet and confer with the Union prior to the appointment of the trainees.
4. The normal training period required for qualification for a valid Stationary Engineer's license is three (3) years. In certain cases when an earlier full qualification of a trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient.
5. Each person who enters the Trainee Program shall attend the Local 399 school at their own expense for the full three (3) year period, unless as described in four (4) above they qualify for the Stationary Engineer license at an earlier date.
6. Trainees shall be exempt employees and as such may be disciplined, discharged or otherwise terminated at the sole discretion of the Employer.
7. Trainees who successfully complete this program and obtain a valid Stationary Engineer license shall not be required to file an application for a career service position as an Operating Engineer Group C but will be appointed as Operating Engineer Group C with full career service status if vacancies and funds permit, or shall be placed on the recall list and shall be hired following previously laid off Operating Engineers Group C.
8. It is agreed that trainees may not work alone.
9. The regular wage rate of trainees shall be as follows:

Starting Rate	\$6.30 per hr.
6 month service	6.70 per hr.

12 months service	\$7.10 per hr.
24 months service	7.90 per hr.
30 months service	8.79 per hr.
36 months service	9.50 per hr.

In Witness Whereof, the parties herewith set their hands and seals:

[Signature forms omitted for printing purposes.]

**RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH JOURNEYMEN PLASTERERS' PROTECTIVE
AND BENEVOLENT SOCIETY OF CHICAGO, LOCAL
NUMBER 5.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Journeymen Plasterers' Protective and Benevolent Society of Chicago, Local Number 5.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Journeymen Plasterers' Protective and Benevolent Society of Chicago, Local Number 5, in

the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Journeyman Plasterers' Protective And

Benevolent Society Of Chicago,

Local Number 5.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Journeyman Plasterers' Protective and Benevolent Society of Chicago, Local Number 5 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Plasterer

Foreman Of Plasterers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rate is later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive eight (8) hour days Monday through Friday, and two (2) consecutive days off, with a one-half (1/2) hour unpaid lunch period in the middle of the day.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall be between the hours of 8:00 A.M. and 4:30 P.M., except where different hours are currently in effect.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular workweek; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission, such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave earned not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for

the purpose of computing the number of years of service as an employee of the city for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the city for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher.

Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired February 13, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes

his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leaves.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of

absence, the employee may exercise seniority rights in accordance with the subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The

grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II, appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.

- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the

meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct

employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a Plasterer is on vacation, a Painter shall not be assigned as a replacement Plasterer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-service).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 11th day of November, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Plasterer	\$17.25/hr.	\$18.25/hr.			
Foreman of Plasterers	17.75/hr.	19.25/hr.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, LOCALS 1001, 1002,
1092 AND 76.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Laborers International Union of North America, Locals 1001, 1002, 1092 and 76.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Laborers International Union of North America Locals 1001, 1002, 1092 and 76, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A"

Agreement.

Preamble.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation, herein referred to as the "Employer" or the "City", and the following local Unions, Cement Workers Local 76, County, Municipal Employees, Supervisor's and Foremen's Local 1001, Clerical and Public Service Employees' Local 1002, and Water Pipe Extension, Bureau of Engineering Laborers Local 1092, herein referred to as the "Unions" or the "Locals".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Unions, establish equitable and peaceful procedures for the resolution of differences and establish wages, hours, and other terms and conditions of employment. If there is any difference between the terms of the local Agreement and the Master Agreement between the Employer and the Coalition dated May 18, 1988, (hereinafter referred to as the "Master Agreement"), then the terms of this Agreement shall take precedence over any terms in the coalition agreement.

The Employer and the Unions encourage the highest possible degree of practical, friendly, cooperative relations between their respective representatives at all levels. The officials of the Employer and the Unions realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective rights and responsibilities of both the Employer and the Unions.

Article 1.

Recognition And Integrity Of Bargaining Units.

Section 1.1 Recognition.

The Employer recognizes the Unions as the sole and exclusive bargaining representatives for all employees in their respective bargaining units with respect to wages, hours and all terms and conditions of employment.

This Agreement covers all classifications and employees in the bargaining units as established by the Agreement of the parties dated March 6, 1984, enacted as an ordinance of the City Council of the City of Chicago, dated May 30, 1984 consisting of the classifications listed in Schedule 1 of said Agreement and the classifications referred to in

all side letter agreements concerning said bargaining units which shall be added to and made part of this Agreement. Said classifications are set forth in Appendix A.

The Employer recognizes the integrity of the bargaining units. With reference to the bargaining units described in Schedule 1 and referred to throughout this Agreement, it is further understood and agreed that the historical bargaining units set forth opposite each Union's respective name in Schedule 1 are descriptive and those units shall not be undermined, affected or modified by any unilateral Employer action including any changes or future changes in job titles or classifications as further described in Appendix A, unless otherwise provided in this Agreement. The Employer will not assign bargaining unit work including all work currently being done by members of the bargaining units, to the jurisdiction of another bargaining unit (local or coalition) without the mutual, written agreement of the Unions involved except as provided in Section 1.2.

Section 1.2 Unit Work; All Unions Bound.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have prior to February 13, 1986 performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental or testing duties, to do trouble-shooting or where special knowledge is required, provided however, where employees do not report to work because of vacation, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another local union shall not perform the work of said employees. For example, if a laborer is on vacation, a truck driver shall not be assigned as a replacement laborer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency. This section shall apply to any Union which represents a unit of the Employer's employees. Any assignments under this section shall be temporary in nature except as provided above.

Section 1.3 Abolishment Of Job Classification.

If the Employer intends to abolish an existing job classification within a department or bargaining unit, the Employer shall notify the Union(s) affected as soon as it is known and, upon request, meet and discuss the Employer's intention. The Employer shall advise the Union(s) of its reasons and how, if at all, the work presently being performed by members of the unit will be performed in the future. Abolishment shall be defined as the layoff of all present members of the classification in a department or bargaining unit, including but not limited to instances where the City retains the title for possible future use. Any employee for whom there is no more work as a result of such abolishment shall be treated as an employee who has lost his/her job as a result of technological changes in accordance with Section 21.4 of this Agreement.

Section 1.4 New Classification Or Successor Titles.

A. The Employer shall promptly notify the appropriate Union(s) within 30 days of its desire to establish a new classification or a successor title to any present classification. No title which is already in use in another bargaining unit in the City shall be used as a successor title. Where the successor titles are used to clarify employee duties within bargaining units or where there are no changes in duties or where the new classification or successor title involves "de minimis" changes in or additions to present duties, such new classification or successor title shall automatically become a part of this bargaining unit and shall be covered under this Agreement. Further, the wage rate for such new classification or successor title shall be the wage rate of the predecessor classification.

B. If the proposed new classification is a classification within the unit and involves new, different or substantial changes in duties (including additions and/or deletions) from existing job classifications in the unit, the Employer shall meet with the appropriate Union(s) to discuss the new classification and the rate of pay assigned by the Employer. No duties may be removed from any present bargaining unit classification or title and assigned or reassigned to another bargaining unit without the written consent of the Union affected. The following covers situations where changes are non de minimis: where new duties are being added to a bargaining unit title, where the Union consents to consolidation of classes, or where the proposed classification represents new work for the bargaining unit and the Employer and the Union(s) cannot agree upon a rate of pay within 30 days of the notice of the proposed new classification, the rate of pay for such new classification will be arbitrated according to the arbitration provisions of this Agreement. If at any time prior to the arbitrator's decision, the Employer chooses to fill or implement this new classification, the Employer may temporarily assign a rate of pay. The arbitrator shall review the rate of pay by comparing it to the pay rates, responsibilities and working conditions of other Employer classifications, the labor market, and any other factor the arbitrator determines to be relevant. The arbitrator shall decide whether the pay rate decision by the Employer was reasonable. If the arbitrator decides the Employer's pay rate decision was not reasonable and the arbitrator decides to increase the rate of pay, the increase shall be made retroactively to the date this new classification was established. If the arbitrator decides to decrease the rate of pay the decrease shall become effective as of the next pay period following the arbitrator's decision.

The filling of a vacancy in any such classification shall be in accordance with Article 15.1 of this Agreement.

C. Present Personnel Rule 26 shall not be used to circumvent the provisions of this section.

D. Seniority where the present employees are placed by the Employer in a new classification under subsection 1.5 or remain in a successor title or classification under subsection 1.4, their time-in-title seniority shall consist of all time in the present (new or successor) class plus all time in the title immediately preceding.

Section 1.5 Assignment Of New Work To Bargaining Unit.

When the City undertakes to perform new work that may be related to but not within the duties of a current bargaining unit job description, the City shall first consider whether such work is within the scope of work that has traditionally been performed by one of these bargaining units. If so, such work shall be assigned to a present or new classification within one of these bargaining units. If the City after determining that the work is not within the scope of traditional unit work decides not to include the new work within one of the present bargaining units and a dispute arises, the dispute shall be submitted to the Illinois Local Labor Relations Board for resolution.

Article 2.

Union Rights.

Section 2.1 Right Of Access.

Duly authorized officials to the Union will be permitted during normal working hours, to enter Employer facilities or be present where City work is being performed for purposes of handling grievances or investigating complaints pursuant to the collective bargaining agreement, observing conditions under which employees are working, meet with employees for these purposes or for the administration of this Agreement. The Union will not abuse this right and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer can establish reasonable rules of access in conformance with the purpose of Section 2.1. By mutual agreement between the Union and the Employer, the Union may call a meeting during working hours to prevent misunderstandings, resolve or clarify a position.

Section 2.2 Union Stewards.

The Union will advise the Employer in writing promptly upon ratification of this Agreement of the names of the stewards in each department or work location and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors shall not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their bureau or current job location because of their activities on behalf of the Union. Union stewards shall not be detailed from their bureaus other than in an emergency, unless the steward agrees. In the event of a layoff, all employees acting as Union stewards shall be the last laid off in the affected job classification.

Section 2.3 Employees.

Employees shall, after giving appropriate notice to their supervisors, be allowed reasonable time-off with pay during working hours to attend hearings and meetings if they are called by and agreed to by the Employer, if such employees are entitled or required to attend because they are Union representatives, stewards, witnesses, or grievants. A designated employee representative shall be permitted to attend grievance step discussions, and arbitrator hearings. An employee who is subject to a proper subpoena shall be granted a leave of absence with pay to attend the hearing provided the employee deposits his subpoena fee with the City Comptroller.

Section 2.4 Union Business And Activities.

Local Union representatives, officials appointed or elected by the Union not to exceed sixteen (16) shall be allowed time off without pay for legitimate Union business, such as Union meetings, committee and/or board meetings, training sessions, or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences at the employee's option.

Requests for such time off shall be granted unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonably denied. The employee may, with the written consent of the supervisor, adjust the employee's schedule to permit such attendance.

Local Union representatives not to exceed 16 will be permitted to attend State or International Laborers' and/or Building Trades conventions without a loss in pay for the time spent en route to and from and attending the convention up to three days for one state convention and up to seven days for one national convention. Such time off shall not be detrimental to the employee's record in any way.

Section 2.5 Union Leave Of Absence.

The Employer shall grant requests for leaves of absence for up to 16 employees for the purpose of service as laborer representative or officer with the international, state, district council or local organization of the Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee. Such employees may maintain their participation in pension programs including retroactively, provided the employee and/or the Union makes the full contribution.

In the event the Employer hires at one time in excess of 200 additional employees in any one year under a federal or state grant, an additional employee for each 200 hired, may be granted a temporary leave of absence for the term of such program. Such leave shall not be unreasonably denied. The Union shall, where possible, give the Department Head 30 days' written notice requesting said leave(s). During such Union leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including but not limited to, pension accruals, only if the Union reimburses the Employer for all such employment costs on or before December 31 of each year.

Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

Section 2.6 Personnel Transactions.

(a) Bargaining Unit Report.

The Employer will provide to the Union between the 15th and the 20th of the month a bargaining unit report of current active employees sequenced by:

1. Bargaining Unit
2. Department
3. Payroll Number
4. Title
5. Name

and a separate bargaining unit report sequenced by:

1. Bargaining Unit
2. Department
3. Title
4. Name

Both lists will completely update such information from the previous report and include employee name, address, social security number, dues code, title, pay schedule, grade, current pay rate, status, continuous service date, career service or seasonal seniority, time in title, date of birth, race and sex. The report shall be current to within 20 days of the date provided.

(b) Activity Report

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will show:

- Duty Disability
- Career Service Retirements
- Career Service Resignations
- Career Service Discharges
- Non-Career Service Terminations
- Leaves of Absence
- Suspensions
- Reinstatements
- Reappointments
- Transfers (Change of department)
- Transfer (Change of payroll)
- Appointments (which also includes promotions and demotions)
- Death

For new appointments, the report will list employee name, address, social security number, department, payroll number, title code, title description, pay schedule, grade, payrate, status, date of birth, race and sex.

For transactions involving current employees the report will list name, social security number, department, payroll number, title code, dues code, title description and transaction. The report will also list any changes in the employee's name, address, social security number, department, status, date of birth, race or sex.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

(c) Overtime Report

The Employer will provide to the Union by the 20th of each month an overtime report for bargaining unit employees which will provide the following:

- Payroll Period
- Payroll Number
- Employee Number
- Name
- Social Security Number
- Title Code
- Amount of Overtime for Period
- Amount of Overtime Year to date

(d) PER-14's

The Employer agrees that the Union may review bargaining unit Personnel Transaction Reports (PER-14's) for members of the bargaining unit once a week. The weekly review will be on a day and time agreed upon by the Union and each department. The Union may review bargaining unit Personnel Transaction Reports (PER-14's) and, if desired, make copies upon payment of a \$.10 cents per page fee.

For Bargaining Unit (PER-14) showing appointments, promotions, discharges, resignations, or retirements, the Union may telephone a designated department representative to request information from such transaction reports. The Employer will make its best efforts to provide the requested information.

(e) Seniority List

The Employer shall submit to the Union annually, beginning 30 days from the execution of this Agreement and on March 15 of each year thereafter, a seniority list for the bargaining unit setting forth the following:

- Department
- Classification
- Name
- Time in Title Date
- Number of Days in Title
- Continuous Service Date
- Status
- Payroll Number
- Social Security Number

Such lists shall be updated to the effective date of any layoff for the classification involved and shall be provided to the Union on the same day as the list is given to the department head or within 2 days of the layoff notice whichever is sooner.

Disputes as to the accuracy of such lists may be brought to the Employer's attention by the Union, in writing, shall be resolved promptly by the Director of Labor Relations.

Article 3.

Rules Of Conduct Changes.

No changes or additions to rules of conduct shall be implemented without prior publication and notice to the affected employees.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within 20 calendar days of the receipt

of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its view and discuss the proposals with the Employer. The Union will have waived its right to contest the reasonableness of the proposed rules of conduct whenever the Union fails to discuss its objection with the Employer during the twenty-day period allotted for Union comments.

Article 4.

Discipline And Grievance/Arbitration.

Section 4.1

Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within a 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Unions shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

(c) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's

prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter and conduct a meeting with the Union and employee. The Employer is not obligated to meet with the employee and the 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 or oral warnings, the supervisor shall inform the employee that she/he 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 4.1 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.

4.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 4 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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 4.3, Step III.

Except as in disciplinary provisions of 4.1 and 4.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate

advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted must agree as a whole to commencement of a hearing within sixty (60) days of selection and that they will render a decision within thirty (30) days of the close of hearing. Any extension of those time limits must be by written consent of the Union and the Employer. The failure of either side to agree to an extension of time shall not be disclosed to the arbitrator.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and

substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 5.

Nondiscrimination.

Section 5.1 Equal Employment Opportunities.

The Union and the Employer agree to work cooperatively to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect in said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 5.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color,

religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 5.3

Grievances by employees alleging violations of this article shall be resolved through the grievance procedure of this Agreement.

Article 6.

Holidays.

Section 6.1

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

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

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on a paid holiday under the agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2-1/2) times his/her regular hourly rate (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

If a full-time hourly employee is not required to work on a paid holiday under this Agreement, such employee shall be paid eight hours at his/her regular straight time hourly rate for such holiday.

Section 6.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee who's workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period, the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

Section 6.6 Use Of Compensatory Time.

An employee shall use his/her compensatory time within ninety (90) days after it is earned. If, however, an employee's request to use said compensatory time is denied by the Employer, he or she may continue to carry such time for up to one year, whereupon the employee may ask for liquidation of said compensatory time in cash, or may, subject to the approval of the Employer, continue to carry over such compensatory time.

*Article 7.**Leaves.*

Section 7.1 Leaves With Pay.

7.1.1 Bereavement Pay.

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

7.1.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

7.1.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

7.1.4 Sick Leaves.

Salaried employees who are granted paid sick leave as of the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continued to work under a classification that was receiving sick leave at the execution of this Agreement.

Section 7.2 Leaves Without Pay.

Section 7.2.1 Personal Leave.

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 7.2.2 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not

available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Section 7.2.3 Duty Disability Leaves.

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

Section 7.2.4

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work to the Employer's satisfaction without further training after a reasonable amount of orientation. If the employee returns from a leave of absence of 30 days or less, the Employer will make every effort to return the employee to the employee's same or similar position and location.

Section 7.2.5 Education Leave.

If employees are required by the Employer to take courses on a part-time basis so as to retain their present position, such employees shall be reimbursed for the full costs of tuition. If employees are required by the Employer to attend such courses during the regular work day, the Employer shall grant such employees time off without loss of pay to attend such courses. If employees are required by the Employer to take courses on a full-time basis so as to retain their present position, such employees shall be granted a leave of absence without loss of pay and shall be reimbursed for the full costs of tuition.

Article 8.

Records And Forms.

Section 8.1 Attendance Records.

An employee upon reasonable advance notice shall have the right to review his/her time and pay records on file with the Employer but shall not be able to review the time and pay records of other employees. Upon reasonable advance notice, the Union shall have the right to review employee time and attendance records in order to administer the collective bargaining agreement.

Section 8.2 Personnel Files.

The Employer shall notify the Union as to what constitutes the employee's official personnel files. The Employer's personnel files and disciplinary history files relating to any employee shall, upon reasonable advance notice, be available for inspection during hours determined by the Employer, except if excluded by law or ordinance. Reasonable requests by the employee or the Union to copy documents in the file shall be honored at cost to the requesting party. Material and/or matter not available for inspection shall not be used in any manner or any forum adverse to the employee's interest.

Any record of discipline may be retained for a period of time not to exceed 3 years and shall thereafter not be used to support an adverse employment action, unless a pattern of sustained infraction exists.

Section 8.3 Contents.

No information may be used against an employee in any adverse way or disciplinary proceeding until it has been made part of the official personnel file or provided for inspection.

The employee may have placed in his/her personnel file a rebuttal to anything placed in said file.

Section 8.4 Employee Notification.

A copy of any disciplinary action or material related to employee performance which is placed in the official personnel file shall be served upon the employee in person (the employee so noting receipt), or, sent by certified mail (return receipt requested) to the employee's last address appearing on the records of the Employer. It is the obligation of such employee to provide the Employer with his/her current address.

Section 8.5 Undated Forms.

No supervisor or other person in a position of authority shall demand or request that an employee sign an undated resignation on a blank form. No employee shall be required to sign such an undated or incomplete form of any kind.

Section 8.6 Incomplete Forms.

Any information placed on a form without the employee's knowledge, or any modification or alteration of existing information on a form subsequent to the form having been signed by the employee shall be null and void. No such information shall be used against an employee in any hearing or proceeding or for any adverse purpose. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee signature is affixed.

Section 8.7 Telephone Numbers.

The Employer shall not release an employee's phone number and/or address to non-work related sources without the employee's permission. The City Council of the City of Chicago and its committees in the exercise of its legislative authority shall be considered a work related source within the meaning of this section.

Article 9.

Hours Of Work And Overtime.

Section 9.1 Purpose.

This article is intended to define the workweek, establish schedules and serve as the basis for the calculation of overtime. It shall not be construed as a guarantee of work or hours for any day or week except as expressly provided herein. Under no circumstances shall hours be changed solely to avoid the payment of overtime.

Section 9.2 Definition Of The Workweek.

9.2.1 For all non-salaried employees the normal workweek shall consist of five consecutive eight hour days, with an additional one-half hour unpaid lunch period to be scheduled by the Employer midway through the day, Monday through Friday, and two consecutive days off. Upon execution of this Agreement, such employees shall maintain existing schedules in accordance with appendix of this Agreement or current practice if not so indicated except as provided in Section 9.3.2.

9.2.2 For salaried employees the normal workweek shall consist of five consecutive eight-hour days, including a one hour unpaid lunch to be scheduled by the Employer midway through the day, Monday through Friday, with no reduction in rates of pay. Salaried employees who work with field personnel shall have the same lunch schedule as the field personnel except where other salaried personnel have a one hour lunch schedule (in the same work unit but in a different bargaining unit).

9.2.3 Refuse collectors in the Bureau of Sanitation work a normal schedule under Subsection 9.2.1 from 7:00 A.M. to 3:30 P.M., with one-half hour unpaid lunch. Refuse collection laborers shall upon reasonable request, reform traditional duties in accordance with past practices. In summer months the City may change the starting time to 6:00 A.M., under Subsection 9.3, in accordance with past practice.

Section 9.3 Starting Times.

9.3.1 Shifts of eight hours per day, including one-half hour of unpaid lunch period, under Section 9.2 may be scheduled by the Employer at the following starting times:

First Shift	6:00 A.M. -- 8:00 A.M.
Second Shift	2:00 P.M. -- 4:00 P.M.
Third Shift	10:00 P.M. -- 12:00 midnight

Section 9.3.2

Whenever the City believes it is necessary to temporarily change (a) a scheduled shift assignment or (b) the starting time for such assignment outside the above listed normal starting times for shifts the Union shall be given at least 10 days notice and shall be advised as to the reason for the change(s) and the duration thereof. In an emergency the City shall give as much notice as possible. As soon as the temporary necessity is alleviated normal assignment and scheduling shall be resumed.

The parties acknowledge and agree that changes under this subsection shall be limited to situations where changes in starting times are required because of state law, ordinance, regulation or safe working conditions. Temporary changes for reasons other than those described herein shall not be implemented without the written consent of the Union, provided that such consent shall not be unreasonably withheld. The appropriate rate of overtime shall be applicable to all hours worked before or after an employee's regularly assigned shift and no starting time or shift schedule will be established or altered for the purpose of avoiding payment of overtime.

In the event the Employer desires to permanently change a scheduled shift assignment or starting time for such assignment outside the above listed normal starting times, the Employer shall seek the Union's written consent, which shall not be unreasonably withheld. If the Union does not give its consent, the Employers may submit to expedited arbitration the issue of whether the proposed permanent change is reasonable. The Employer shall not implement the change until 30 days after the Union's withholding of consent or receipt of the arbitrator's decision sustaining the reasonableness of the change, whichever occurs first.

Section 9.4 Call-In Guarantee.

9.4.1 Employees called in for work outside their regular working hours shall receive not less than 4 hours work or pay at their appropriate overtime rate under 9.7, except that on the sixth day all hours worked outside regular starting times or quitting times shall be at double time and the seventh day shall be at double time.

9.4.2 Where call-in is contiguous to the start of a shift, but begins less than four hours before the regularly scheduled shift, the four hour guarantee shall not apply, however, the employee shall receive overtime at the appropriate rate for the call-in time worked and the regularly scheduled shift shall not be shortened for the purpose of avoiding overtime.

Section 9.5 Reporting Pay.

When hourly paid employees report for a regularly scheduled shift and no work is possible because of severe weather conditions, fire, accident or other unavoidable causes beyond the Employer's control, they shall receive a minimum of 2 hours work or pay at the regular hourly rate, unless the employee was told personally at least 3 hours prior to the employee's starting time not to report for work and provided they remain on the premises

unless released by the Employer. If the employee begins work he/she shall receive a minimum of 4 hours pay at the regular hourly rate. If the employee works more than 2 hours he/she shall be paid for the entire regularly scheduled shift.

When salaried employees report for work, where the employee has not been told personally at least 3 hours prior to the employee's starting time not to report for work, and are unable to start work, they shall not suffer any loss of pay provided they remain on the premises ready to work, unless released by the Employer.

Section 9.6 Notice Of And Distribution Of Overtime.

(a) When overtime is scheduled beyond the regular workweek (e.g. Saturday, or 6th day where applicable; Sunday, or 7th day where applicable) the Employer will give employees so scheduled at least 23 hours' advance notice. Emergency scheduling of overtime during the regularly scheduled workweek only shall require 16 hours notice to employees and the Union. The advance notice requirements apply if such lead time is available to the Employer.

(b) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter to volunteers, with the most senior employee or volunteer in the job classification at the work location being given the opportunity to work. Where employees in a classification(s) are needed for overtime at a location where such employees are not ordinarily assigned, such overtime shall be rotated within the classification as equitably as possible, provided the employee has the present ability to perform the work. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by inverse seniority.

(c) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location, have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in paragraph (a) of this section.

Section 9.7 Payment Of Overtime.

9.7.1 All overtime shall be paid in the next regular paycheck. All work performed in excess of eight (8) hours worked in any workday, including work required to be performed before or after any scheduled workshift, shall be paid at one and one-half (1-1/2) times the regular straight time rate of pay, except:

(a) All work performed in excess of 10-1/2 hours worked in any workday, including work required to be performed before or after any scheduled workshift, shall be paid at two (2) times the regular straight time rate of pay.

(b) All work performed during the first eight hours on the sixth day of any workweek shall be paid at one and one-half (1-1/2) times the regular straight time rate of pay except as provided in Section 9.4.1.

(c) All work performed in excess of eight hours on the sixth day of any workweek, shall be paid at two (2) times the regular straight time rate of pay.

(d) All work performed on the seventh day of any workweek shall be paid at double the straight time rate of pay.

(e) Work performed by salaried employees between 35 and 40 hours worked per week (when such is not part of their regularly scheduled workweek) which is not covered above, shall be compensated at straight time in the form of compensatory time.

9.7.2 Employees exempt from the provision of the Fair Labor Standards Act shall not be entitled to overtime compensation, but shall continue to receive compensatory time off on an hour-for-hour basis for overtime hours worked in accordance with past practice, except under subsections (b) (c) and (d) above.

Section 9.8 Medical Attention.

In case of an accident requiring medical attention during working hours, employees shall be permitted to go or be taken for medical attention at once, and shall be paid for time lost that day.

In the event such injured employee is permitted to continue working by the doctor, but required to return for periodic medical attention during working hours by the Employer doctor, such injured employee shall be paid for time lost.

Section 9.9 Standby.

Where the Employer requires an employee to remain on standby available for work, and the employee is not able to come and go as he/she pleases, such time shall be paid as time worked.

Section 9.10 Deferred Compensation.

The Employer's policy which is effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 9.11 Meals Scheduling.

All employees shall receive their lunch break no later than 5-1/2 hours after they start work.

For employees who are scheduled to work a consecutive shift schedule past practice regarding meal scheduling, including payment, shall continue.

Section 9.12 Degree Days.

(a) Locals 1001 and 76. In accordance with current practice, in departments which historically curtailed operations due to low temperature and/or other weather factors, the standard temperature station will be the airport determined by the department. A department will not change the traditional historic factors at which its operations have been curtailed without notice to and consultation with the Union.

Days off because of degree days will be credited for purposes of computing seniority and benefit entitlement.

Days off because of degree days will be assigned first to all seasonal employees and then to probationary employees, and then, if necessary, on a rotating basis by inverse seniority to career service employees within the bureau.

An employee scheduled for a degree day must continue to be told on the preceding workday to call the assigned bureau or department at least an hour prior to the normal starting time the morning of his/her degree day to ascertain whether he/she shall report to work. An employee shall have no claim under this Agreement if the employee fails to comply with this section.

(b) This section shall not apply to Locals 1092 and 1002.

Article 10.

Vacations.

Section 10.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 10.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 10.1 above and will be paid on a supplemental payroll as soon as practicable following the last day worked. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 10.3

All earned vacation leave earned after the execution of this Agreement not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 10.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 10.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 10.6

Vacation picks will be granted by classification seniority among the employees in the same work location, provided however, the department head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 10.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for

the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 10.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 10.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Article 11.

Continuous Service.

Section 11.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 (1) year or less or layoff; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 11.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher.

Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 11.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 11.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five years of service at the time of the layoff, or is on layoff for more than two years if the employee has five or more years of service at the time of the layoff.

Section 11.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes

his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 11.4 of the Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 11.6 Seasonal 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 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 months of said seasonal service during the 1984 -- 1985 winter season, or (b) five 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 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 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 accumulates 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.

Article 12.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with

dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 13.

Layoff And Recall.

Section 13.1 Reasons For Layoff.

The Employer shall have the right to lay off employees by reason of lack of funds, lack of work or abolishment of a position from the annual budget as approved by the City Council.

Section 13.2 Notice Of Layoff Or Reduction In Force.

A. Preliminary Notice To The Union.

- Whenever the Employer becomes aware that a layoff may be necessary and begins to make actual plans to lay off, the Union shall be notified. Such notice shall state the reasons

why layoff is being planned or contemplated and shall include, to the best of the Employer's ability, the titles and numbers of employees affected, the best estimate of the notice date under Subsection B herein, and such other details as may be available. Upon written request of the Union the parties shall meet to discuss the preliminary notice.

B. Actual Notice To The Union.

The Union shall be provided with at least 14 days advance notice of a layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows, but at least five workdays before the effective date. Such notice shall contain the name, payroll number, position, classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

C. Actual Notice To Employees.

Each employee scheduled for layoff shall also receive written notice at least 14 working days in advance thereof, or, in emergencies, no less than five work days before the effective date of such layoff. Such notice shall advise the employee of his/her right to bump and other rights concerning vacation, compensatory time, health and other group insurance, pension rights, deferred compensation, unemployment compensation and any other information relevant to laid off status.

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 cancelled 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 (5) career service employees.

The least senior employee in the affected job classification in the department shall be laid off first, provided the ability and qualifications to perform the required work are relatively equal among the other employees in the job in the department.

"Seniority" shall mean, for the purposes of this article, the employee's 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.

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.) 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,

2.) 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 more, in the order of the most recent held, in any other department covered by the bargaining unit; or if none,

3.) 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 (3) does not apply to Laborers Local 76.)

For provisions (1), (2) and (3) 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.

B. A laid off employee shall be entitled to only one bump per layoff.

C. An employee subject to layoff and unable to bump under A above shall have first preference to fill a vacancy, which exists at the time of the layoff, in an equal or lower rated bargaining unit classification, in the Department, 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.

D. 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 13.5 Recall.

Notice of recall shall be sent by certified mail (return receipt requested) to the last known address of the employee. It shall be the employee's responsibility to inform the Employer of any address change.

A. Primary Recall.

Employees shall be recalled to the position from which originally laid off in reverse order of layoff. A laid off employee who fails to respond to a written recall notice within 5 working days of receipt of such recall notice, or, upon acceptance fails to be available for work within 5 working days of the recall notice shall forfeit all recall rights, unless such employee is on duty disability, approved medical leave or has good reason acceptable to the Employer for temporary delay in responding to the notice or for not reporting to work. If the Employer cannot reasonably delay the employee's recall, the Employer may recall the next eligible employee and the employee who had said good reason for not timely reporting shall remain on layoff until the next recall subject to the break-in-service provisions of this Agreement.

B. Secondary Recall.

Employees on a recall list shall also be eligible for secondary recall on a time- in-title seniority basis to an equal or lower rated job in any department covered by the bargaining unit(s), provided the employee has the then present ability to perform the equal or lower rated job without further training. The employee shall, at the time of layoff, complete the Employer form indicating job interest and skills for the purpose of secondary recall.

Preference shall be given to employees in the bargaining unit where the vacancy exists.

Laid off-employees shall be entitled to secondary recall to one position only and upon acceptance of such position shall retain primary recall rights to the initial job from which they were laid off only. Primary recall shall always take precedence over secondary recall.

Section 13.6 Hiring During Layoffs.

No new employee may be hired to perform duties normally performed by a laid off employee while employees are laid off, under Section 13.5 A or B above.

Section 13.7 Lottery.

The Union shall receive written notice of any lotteries to be held. The Union may have representatives at all lotteries affecting unit employees.

Article 14.

No Strikes -- No Lockout.

Section 14.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 14.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 14.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 14.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 15.

Filling Of Permanent Vacancies.

Section 15.1 Definition Of Vacancy.

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

A vacancy is defined as an opening which the Employer intends to fill and which results from various factors, such as addition of new positions and/or classifications, reassignments, promotions, bidding out or separation for any reason.

Section 15.2 Filling Of Permanent Vacancies.

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

A. Transfer Request Procedure.

Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

Employees shall receive a copy of all requests filed with receipt noted on the copy. A list of such request from each department shall be provided to the Union by January 30 and July 30 of each year.

When filling a vacancy, the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has

the present ability to perform the required work without further training after a reasonable amount of orientation.

B. Primary Recall.

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the layoff (primary recall) or reinstatement list, if any, in accordance with the layoff and recall procedures of this agreement. (Section 13.5 (A))

C. Secondary Recall.

When filling a vacancy and there are no employees who possess recall rights to the position as described in B above, the Employer shall select the employee from the secondary recall list, if any, in accordance with the secondary recall procedures of this Agreement. (Section 13.5 (B))

D. Posting And Bidding.

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

1. The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical site in the Department and at other appropriate locations as determined by the parties. Said vacancy shall be posted for 14 days. A copy of the posting shall be provided to the Union no later than the first day of posting. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay. The posting shall also identify the number of positions to be filled. If that number changes the Employer shall promptly notify the Union.
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) the most senior employee (based on time-in-title seniority) of those bidding for promotion within the department; or if none,
 - c) the most senior employee (based on time-in-title seniority) of those bidding for promotion from any other department in the bargaining unit; or if none,
 - d) the most senior employee (based on time-in-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.
4. Prior to notifying the successful bidder/applicant, the department shall give the Union a list of bidders identifying where applicable, the successful bidder(s). Upon request, the department shall schedule a meeting with the Union to review the selection process, including the reasons for selection and rejection of bidders. Bidders who are not selected shall be so notified by the Department Head including reason for non-selection. A successful bidder may not bid for another permanent vacancy for one year unless laid off or bumped within that year.
5. Prior to hiring a non-employee applicant, the Employer shall honor the layoff and recall provisions of Section 13.5, the transfer provision of Section 15.2(A) and the recall and reinstatement provisions of Sections 15.2(B) and (C). In the event a non-employee applicant is selected over an employee bidder, any dispute arising under this section regarding the selection shall be submitted to expedited arbitration. The parties shall promptly meet for the purpose of selecting an arbitrator. The arbitrator shall submit his written decision to the Employer and the Union within thirty (30) days following his/her appointment. The arbitrator's decision shall be final and binding on the parties and in accordance with the provisions of Section 4.3 of this Agreement.

6. During the bidding and/or selection process set forth in this article the Employer may temporarily fill said permanent vacancy consistent with the provisions of this Agreement, including such as detailing and acting up.
7. When an employee is deemed to have successfully filled a vacancy and is reclassified to another position at a higher rate of pay or in a higher pay grade, such employee shall receive the higher rate of pay or a pay increase of one step, or the entrance rate for the new position, whichever is applicable.

Section 15.3 Acting In A Higher-Rated Job.

A. Where a group of employees are transferred from a job in one department, bureau or district to a job in another department, bureau or district for one day or more, and said employees are directed to and do perform, or are held accountable for, substantially all of the duties and responsibilities of the job, and the job is higher rated, said employee shall be paid the higher rate for all such time from the first day of the assignment. For example, employees in Forestry or Asphalt are directed by the Employer to be Sanitation Laborers. Such transfers shall not occur on more than five workdays in succession, nor on more than five workdays in any month, when employees are laid off from the department to which the transfer occurs and are qualified for the assignments.

B. An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher rated job in any Laborers' Bargaining Unit for one day or more shall be paid at the higher rate for all such time from the first day of the assignment. Past practices as to car allowances shall continue for the term of this Agreement. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the then present ability to do the job without further training.

Employees paid for acting in a higher rated job shall be paid as if they had been promoted to the higher rated job.

The time limits for such individual assignments to higher rated jobs shall be 90 days, except where a regular incumbent is on leave of absence, in which case it shall be 6 months. The time limits may be extended by mutual Agreement of the parties.

The Employer shall not rotate employees in order to circumvent the payment provision of this section.

If the Employer continues to require the performance of the duties of the higher rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher rated job also is the successful bidder when the job is posted as a permanent vacancy, where applicable the said employee's seniority date for purposes of longevity pay increases shall be the date the employee initially was paid for acting in the higher rated job, provided the employee had continued to perform in the higher rated job without interruption.

Section 15.4 Acting In A Lower Rated Job.

Any employee who works in a lower paid classification temporarily shall be paid his/her regular rate.

Section 15.5 Detailing.

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Individual employees shall not be detailed for more than 10 days unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond 60 days or up to 90 days in an emergency without the Agreement of the parties and such assignments are subject to the volunteer and rotation requirements, below, of this section.

The Employer shall notify the employees in advance of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and to rotate such assignments within each calendar year. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

Thirty days' advance notice of detailing shall be given to the Union and the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Section 15.6 Balancing The Work Force And Reassignment Procedure.

The Employer's movement of employees from one location, shift, or day off schedule to another shall not be subject to the provisions of Sections 15.1 and 15.2 if there is not a net increase in the number of employees in the affected classification(s) in the affected locations, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift, or day off schedule and reassign them to another location, shift, or day off schedule, the Employer shall seek volunteers among the employees in the affected job classification, provided that the volunteers have the then present ability to perform the work required without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer

shall reassign employees using reverse seniority, provided that the employees have the then present ability to perform the required work.

An employee being reassigned under this provision may file a transfer request under Section 15.2(A) to return to his/her original location, shift, or day off schedule. Said request, which must be made within sixty (60) days of reassignment, shall be valid for a period of twelve (12) months after date of reassignment, and shall have preference over all other transfer requests for the original location, shift, or day off schedule.

Within thirty (30) calendar days of a reassignment, the Union shall be notified of the name of any employee who is being reassigned, the effective date of the reassignment, and the location, shift, and day off schedule from and to which the employee is being reassigned.

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.

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).

Article 17.

Health And Safety.

Section 17.1 Safety.

The Employer shall continue in the future to make every reasonable effort to provide a safe working environment for its employees in order to comply with applicable laws.

Section 17.2 Safety Committee.

A joint safety committee shall be appointed with an equal number of Union and Employer representatives (no more than 5 each). The purpose of the committee will be to discuss work standard or operational safety issues and to make recommendations for improvements it may deem appropriate, except for the Bureau of Sanitation where such issues are addressed in Article 18 of this Agreement. The committee shall meet once each month, or otherwise by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the appropriate department head with a copy to the Union and the Director of Labor Relations.

The Department Head shall promptly issue a report to the committee as to the department's views regarding the committee's recommendations. Grievances regarding the reasonableness of any workload standard which the Union(s) believes will jeopardize the safety of their members may be initiated at the department head step of the grievance procedure. The parties shall meet within 10 working days of receipt of the grievance by the department head to attempt to resolve the issues. If the issue is not resolved the grievance may be submitted to arbitration.

Article 18.

Workloads.

Section 18.1

The Employer and Local 1001 agree to establish a joint Sanitation Workloads Labor-Management Committee (S.W.L.M.C.) to review Union and employee safety concerns in refuse collection. The S.W.L.M.C. will also serve as the initial reviewing body for workload and safety grievances filed in accordance with the expedited grievance and arbitration provisions of this article and is empowered to make recommendations for resolution of such grievances to the Employer representative charged with rendering a decision at the discussion step of the expedited grievance and arbitration process described below.

Section 18.2

The S.W.L.M.C. will consist of six members. Upon execution of this Agreement the Employer will designate three members and the local Union will designate three members. The committee will select a chairperson from among its members at each meeting. The chair of the committee meetings will be alternated at each meeting. Formal recommendations of the committee shall be submitted in writing to the Commissioner of Streets and Sanitation with a copy to the Union and the Director of Labor Relations.

The Commissioner shall promptly issue a report to the committee responding directly and fully as to the Department's views regarding the committee's recommendations.

The committee will meet at the call of either the Union or the Employer members at times mutually agreeable to both parties, but, in any event, such meetings will be held at least four times during each calendar year.

Section 18.3

The S.W.L.M.C. will review any standards as may currently be used or may be formulated by the Employer for refuse collection to determine if such standards are safe. Also, any change in the mode of refuse collection as to routes, crew size, collection methods and equipment design will be reviewed by the committee to determine the impact of such changes on safety.

Similarly, any standards as may be formulated for refuse collection resulting from the introduction or expanded use of technologically advanced equipment will be reviewed by the committee to determine the impact of such changes on safety.

The committee will compile a written report on any investigation of workloads which it undertakes, including recommendations for adjustments in operations necessary to effectuate a safe refuse collection program. The Employer will respond to the committee's report in writing, indicating acceptance of the committee's recommendations or reasons for not accepting those recommendations.

Section 18.4

The Employer will cooperate with the S.W.L.M.C., by responding to reasonable data requests from any party on the S.W.L.M.C. with regard to employee safety concerns in refuse collection. Reasonable requests for data shall include, but are not limited to, the following:

1. Accident/Injury Reports
2. Tonnage Work Sheets
3. Safety Training Reports

4. Overtime Reports
5. Safety Rules
6. Crew Sheets
7. Routing Work Sheets
8. Living Unit Surveys
9. Recap Sheets
10. Mode of Refuse Collection Status Reports
11. Guidelines for Refuse Collection Routing
12. Ward Maps/Routing Schedules

Section 18.5

The Union will receive thirty (30) days advance notice of the implementation of any workload standard related to the collection of refuse and the Employer shall not implement said standard during this 30 day period.

Section 18.6

The reasonableness of any workload standard which the Union believes will jeopardize the health and safety of employees in the Department of Streets and Sanitation may be grieved through the expedited grievance and arbitration procedure described in this article.

Section 18.7

The Union may utilize the expedited grievance and arbitration procedures of this article to process any grievance arising as a result of the imposition of workload standards in the Department of Streets and Sanitation.

Section 18.8

An expedited grievance and arbitration procedure is hereby established to deal with grievances stemming from the imposition of workload standards in the Department of Streets and Sanitation. Such grievances will be presented initially to the S.W.L.M.C. which will investigate the grievance and present its findings and recommendations to the Employer and the Union within five (5) working days of receiving the grievance, unless other time limits are accepted by the parties. The results of the committee's investigation will be discussed within five (5) working days thereafter and the Commissioner of Streets and Sanitation or his/her designee will render a written decision within two (2) working days of said meeting. If the issue remains unresolved, the parties will immediately select an arbitrator in accordance with the procedure established in the regular grievance and arbitration process. Arbitrators selected must commence hearings on the respective grievances within the next ten working days. Subject to the parties' agreement to extend more time for the consideration of difficult issues, the arbitrator will conclude all hearings no later than five working days following the commencement of such hearing and will render a final and binding written decision no later than ten working days following the close of such hearing.

Article 19.

Section 19.1 Career Advancement.

Employees who have been promoted out of the bargaining unit shall, for 12 months, be permitted to return to their former job classification in the bargaining unit, in the event of layoff, provided the Employer determines the job is vacant or is occupied by an employee with less seniority who can be displaced through the exercise of seniority rights in accordance with the layoff, recall and break-in-service provisions of this Agreement.

An employee who has been promoted out of the bargaining unit shall, within 6 months of the date of his/her promotion, have the right to return to the bargaining unit if the Employer determines the job is vacant, or if the job is not vacant, the said employee shall be placed on a reinstatement list.

Section 19.2 Training.

The Employer shall make available to employees its on the job or other training programs, except management training, in accordance with the Employer's rules, to the same extent as such training is available to other employees. If there are more applicants for training than there are places available, employees shall be chosen on a seniority basis. Such training programs may be to higher level positions in the employee's bureau or department or may be outside of the bargaining unit.

Section 19.3 Labor-Management Training Committee.

A joint labor-management committee shall be established for the purpose of considering joint Union-Employer training programs aimed at preparing applicants for entry to a bargaining unit position or preparing an employee for advancement to a higher level position outside their bargaining unit.

Article 20.

Subcontracting.

Section 20.1 Subcommittee.

The Employer and the Union shall establish a subcommittee to examine all subcontracting situations to determine how such work could alternatively be continued to be performed by the Employer.

Section 20.2 Prevailing Rate Jobs.

As to prevailing rate jobs covered by this Agreement, the Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least 30 days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 20.3 Non-Prevailing Rate Jobs.

As to non-prevailing rate jobs, the Employer will attempt to have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy. Prior to subcontracting bargaining unit work, the Employer shall give notice of such contemplated action at least 30 days prior to entering into a subcontract.

The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed, any contemplated impact

on bargaining unit employees, and any other relevant data to enable the Union to discuss with the Employer alternatives to such action.

Upon request, the Employer shall meet with the Union within 3 days of receipt of such request.

If bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared to be vacant in the department, or other Departments, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed subcontractor shall meet to discuss the employment of employees subject to layoff. The Employer will request and urge that the subcontractor hire laid off employees.

Section 20.4

If employees are permanently terminated as a result of subcontracting, the Employer shall, upon written request from the Union, negotiate with the Union as to the effects of said subcontracting on such terminated employees within the meaning of the Illinois Public Labor Relations Act.

Article 21.

Technological Change.

Section 21.1

A technological change is a change in equipment or a change in process or method of operation which diminishes the total number of employee hours required to operate a department. An employee whose services shall no longer be required as a result of such change shall be considered to be displaced by a technological change. The term shall not include layoffs caused by economic conditions, variations in service requirements, or any temporary or seasonal interruption of work.

Section 21.2

In the event of technological change the Employer agrees to notify the Union, if possible, at least 90 days in advance of its intentions, but in no case will the Employer provide less

than 30 days' notice of the contemplated change; such notice to the Union will be in writing and will include, but not be limited to the following information:

1. A description of the nature of the change;
2. The date on which the Employer proposes to effect the change;
3. The approximate number, type and location of employees likely to be affected by the change; and
4. The effects the change may be expected to have on the employee's working conditions and terms of employment.

Section 21.3

The Employer, upon request of the Union, shall meet with the Union concerning the implementation of any technological changes. The meeting shall take place within 5 days after the Employer receives the Union's request. The Employer and the Union shall in good faith attempt to mutually resolve any employee problems resulting from the implementation of said technological changes, with due regard for the needs of the Employer.

Section 21.4

In the event employees are to be displaced by technological change, the Employer will consider within its budgetary and manpower needs the following courses of action:

1. The Employer will first consider the feasibility of displacing employees through attrition (e.g., death, voluntary quits, retirement and discharge for cause).
2. If the Employer determines attrition does not meet its needs, said employees shall be entitled to exercise their layoff and bumping rights under this Agreement.
3. Said employees who still may be displaced, notwithstanding said bumping rights, may elect to (a) be trained to perform the work required by the Employer in the vacant positions created by said technological change before the Employer hires and trains new employees for said vacant positions; or (b) fill another position determined by the Employer to be vacant, subject to the conditions set forth in Sections 15.1 and 15.2 of this Agreement; or (c) be trained for another position determined by the Employer to be vacant before the Employer hires and trains new employees for said vacant position.

If employees after all of the above courses of action still are displaced, the employees will be placed on a list for reinstatement and may exercise their seniority rights in accordance with and subject to the recall and break-in-service provisions of this Agreement.

If employees are permanently terminated as a result of technological change, the Employer shall, upon written request from the Union, negotiate with the Union as to the effects of said technological change on such terminated employees within the meaning of the Illinois Public Labor Relations Act.

Section 21.5

Jurisdiction over the new machinery, equipment or materials, or the change in work methods or operations affecting bargaining unit work shall remain assigned to the Union.

Article 22.

Separability.

If any part of this Agreement is determined to be invalid by a court of law, all other provisions shall remain in full force and effect; the Employer and Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

Article 23.

Dues Check-Off And Fair Share Fee.

Section 23.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deductions in an amount certified by the local Union, and shall remit such deductions on a monthly basis to the local Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of the local Union agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 23.1, 23.2, 23.3 and 23.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of

such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days, name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 23.2

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from each paycheck of employees who are not members of the Union an amount as certified by the financial secretary of the Union and shall remit deductions to the Union at the same time that the dues check-off is remitted.

It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 23.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 23.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

All employees who are not members of the Union shall be required, as a condition of employment, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Wages.

Section 24.1

The wage/salary rates for employees covered by this Agreement shall be set forth in the appendices attached hereto and made a part of this Agreement.

Section 24.2 Prevailing Rate Jobs.

(a) Effective July 1, 1988, employees in job classifications listed in Column 3 in the attached Schedule A shall receive, retroactively, the hourly wage rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act.

(b) Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 24.2 (a) above shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 24.2 (a) above and as set forth in Appendix B. In the event the hourly wage rates effective July 1 of each year are not established at the July 1 effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July 1 of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 24.3 Non-Prevailing Rate Jobs.

Employees on the payroll on the following effective dates who are working in the job classifications listed in Columns 1 and 2 in the attached schedule shall receive the following increases in their rates of pay.

(a) Full time employees on the payroll on the date of ratification by the Union, October 12, 1988, will each receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to Laborers' or other applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.

(b) In 1988, a 1% increase will be granted to all employees, effective July 1, 1988.

(c) In 1989, a 3% increase will be granted to all employees, effective July 1, 1989.

(d) In 1990, a 2% increase will be granted to all employees, effective July 1, 1990, and a 2-1/2% increase effective October 1, 1990.

(e) In 1991, a 3% increase will be granted to all employees, effective July 1, 1991, and a 4% increase effective October 1, 1991.

Section 24.4

The parties agree that sanitation laborers who work on alley or combination alley-curb routes and who receive a \$0.50 per hour premium for hours worked when the Employer assigns 2 rather than 3 laborers to the crew and the crew's assignment is to manually dump 55-gallon drums of refuse into trucks on alley or combination alley-curb routes shall continue to receive said premium provided they continue to work with 55-gallon drums and that said premium shall cease to be paid to any sanitation laborer who is not assigned to manually dump 55-gallon drums of refuse. The Union recognizes the desirability of having the Employer's cart system implemented in as many wards as the Employer determines is feasible, and towards that end the Union agrees to urge and support the Employer's cart system throughout the city and to cooperate with the Employer toward this goal.

Article 25.

Section 25.1 Drug Testing.

Employees may be ordered to undergo a test for the presence of drugs if the Employer has reasonable cause to believe that the employee's performance of duties has been or may be adversely affected thereby, or where the employee has been involved in an accident or a physical altercation. Employees shall not be tested for drug use when returning from any leave or transferring to another position under circumstances that do not meet the requirements of this section. Prior to testing any employee for drug use as permitted herein, the Employer shall advise the Union of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing.

In the case of a positive test, the employee shall be retested within 24 hours of the original test at a recognized facility agreed upon by the Employer and the Union, at the employee's expense.

In case of any employee who tests positive for drug use, the Employer and the Union will consult on whether to provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action against any employee where a test shows the presence of drugs; nor shall it be interpreted to preclude disciplinary action for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management and persons within the Department of Personnel. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration initiated by the employee.

Article 26.

Investigations And Personnel Matters.

Section 26.1 Polygraph.

No employee shall be required to take a polygraph.

Article 27.

Management Rights.

Section 27.1

The Union recognizes that certain rights, powers and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, the extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 28.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

Laborers Local 1001.

[Signature forms omitted for printing purposes.]

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

Laborers Local 1002.

[Signature forms omitted for printing purposes.]

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

Laborers Local 1092.

[Signature forms omitted for printing purposes.]

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

Laborers Local 76.

[Signature forms omitted for printing purposes.]

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

Laborers District Council, Chicago And Vicinity.

[Signature forms omitted for printing purposes.]

[Appendices "C" through "J" attached to this agreement printed on pages 22655 through 22662 of this Journal.]

Appendices "A" and "B" attached to this agreement read as follows:

Appendix "A"

Schedule A.

Titles	1 Graded Positions (Grade/ level)	2 Union Rate	3 Prevailing Rate
Administrative Assistant 1 (Public Works, Streets and Sanitation)	X(8)		
Airport Laborer		X	
Airport Maintenance Foreman			X
Airport Operations Supervisor I	X(12)		
Airport Operations Supervisor II	X(14)		
Asphalt Helper			X
Asphalt Foreman			X
Asphalt Raker			X
Asphalt Smoother			X
Asphalt Tamper			X
Assistant Chief Airport Operations Supervisor	X(15)		
Assistant Forestry Supervisor	X(13)		
Assistant Shop Supervisor	X(15)		

Titles	1 Graded Positions (Grade/ level)	2 Union Rate	3 Prevailing Rate
Assistant Superintendent of Forestry	X(15)		
Cement Mixer			X
Chief Ordinance Enforcement Officer	X(11)		
Chief Timekeeper (Sewers)	X(13)		
Construction Laborer			X
Crib Keeper		X	
Dispatcher -- Asphalt			X
District Asphalt Supervisor			X
District Clerk	X(9)		
District Foreman of Landscape Maintenance	X(9)		
District Tree Foreman	X(12)		
Diver		X	
Dump Foreman		X	
Dump Laborer		X	
Engineering Technician IV (Streets and Sanitation)	X(12)		
Field Payroll Auditor	X(10)		
Foreman of Construction Laborers			X
Foreman of Laborers			X

Titles	1 Graded Positions (Grade/ level)	2 Union Rate	3 Prevailing Rate
Foreman of Pipe Yard			X
Forestry Supervisor	X (14)		
General Foreman of Construction Laborers			X
General Foreman of Dumps		X	
General Foreman of Laborers (Curb and Gutter)			X
General Foreman of Laborers			X
Jackhammerman (Assignments)			X
Laborer (Aviation) 9533			X
Laborer (6325)		X	
Laborer (6326) and (6324)			X
Laborer -- Bureau of Electricity			X
Laborer on Repairs			X
Laborer -- Water Distribution			X
Laborer as:			
-- Acting Foreman		X	
-- Acting Section Foreman		X	
-- Truck Loader (6324)			X
Material Dispatcher			X
Material Inspector		X	

Titles	1 Graded Positions (Grade/ level)	2 Union Rate	3 Prevailing Rate
Order Filler (Streets and Sanitation)	X(8)		
Park Laborer		X	
Plasterer Helper (Public Works)			X
Power Trucker		X	
Principal Storekeeper (Public Works, Sewers, Aviation, Purchasing, Water)	X(9)		
Public Way Inspector I	X(8)		
Public Way Inspector II	X(9)		
Public Way Inspector III	X(10)		
Public Way Inspector IV	X(11)		
Quality Assurance Specialist (6 positions in Purchasing)	X(13)		
Refuse Collection Coordinator	X(13)		
Safety Specialist I (Aviation, Streets and Sanitation)	X(8)		
Safety Specialist II (Aviation, Public Works, Streets and Sanitation, Water, Sewers)	X(11)		
Safety Specialist III (Streets and Sanitation, Sewers)	X(12)		
Sanitation Worker Trainee		X	

Titles	1 Graded Positions (Grade/ level)	2 Union Rate	3 Prevailing Rate
Section Foreman		X	
Senior Storekeeper (Public Works, Sewers, Aviation, Purchasing, Water)	X(8)		
Sewer Laborer			X
Sewer Laborer:			
-- as Watchman		X	
-- as Sub-Foreman			X
-- as Bottom Man			X
Shop Laborer			X
Stockhandler (Public Works, Sewers, Aviation, Purchasing, Water)	X(5)		
Storekeeper (Public Works, Sewers, Aviation, Purchasing, Water)	X(6)		
Stores Laborer			X
Street Repair Foreman			X
Supervising Timekeeper	X(9)		
Supervisor of Field Services I	X(9)		
Supervisor of Field Services II	X(11)		
Traffic Maintenance Supervisor	X(13)		
Traffic Surveyman	X(9)		

Titles	1 Graded Positions (Grade/ level)	2 Union Rate	3 Prevailing Rate
Tree Trimmer I			X
Tree Trimmer II			X
Tree Trimmer III			X
Ward Clerk	X(9)		
Watchman		X	
Weighmaster	X(5)		
Yard Laborer			X

*Addendum To Appendix A.**Schedule A.*

Asphalt Cutout Foreman			X
District Supervisor of Rodent Control	X(14)		
Emergency Crew Dispatcher			X
Field Service Specialist I	X(10)		
Field Service Specialist II	X(12)		
Field Service Specialist III	X(13)		

Titles	1 Graded Positions (Grade/ level)	2 Union Rate	3 Prevailing Rate
Supervisor of Payroll (Streets and Sanitation)	X(12)		

*Appendix B.**Prevailing Rates.*

<i>Title</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Airport Maintenance Foreman	\$ 9.87	\$10.62			
Asphalt Helper	15.30	16.05			
--as Jackhammerman	15.57	16.32			
Asphalt Cutout Foreman	15.95	16.70			
Asphalt Foreman	15.95	16.70			
Asphalt Raker	15.57	16.32			
Asphalt Smoother	15.37	16.12			
Asphalt Tamper	15.37	16.12			
Cement Mixer	15.30	16.05			
--as Gunite Laborer	15.37	16.12			
--Gunite	15.45	16.20			

<i>Title</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
--as Jackhammerman	\$15.57	\$16.32			
Construction Laborer	15.30	16.05			
--as Jackhammerman	15.65	16.40			
--as Mucker	15.52	16.27			
--as Underground Laborer	15.42	16.17			
--as Sub-Foreman	15.85	16.60			
Dispatcher--Asphalt	15.30	16.05			
District Asphalt Supervisor	2,815/mo.	2,945/mo.			
Emergency Crew Dispatcher	15.30	16.05			
Foreman of Construction Laborers	16.15	16.90			
Foreman of Laborers (Purchasing, Water)	16.15	16.90			
Foreman of Laborers (Streets and Sanitation)	15.95	16.70			
Foreman of Pipe Yard	16.15	16.90			
General Foreman of Construction Laborers	2,959/mo.	3,089/mo.			
General Foreman of Laborers (Curb and Gutter)	2,881/mo.	3,011/mo.			

<i>Title</i>	<i>Wage Rates Effective</i>				
	1-1-88	7-1-88	7-1-89	7-1-90	7-1-91
General Foreman of Laborers (Purchasing)	\$2,916/mo.	\$3,046/mo.			
General Foreman of Laborers (Public Works)	2,881/mo.	3,011/mo.			
Laborer (Aviation--9533)	9.67	10.42			

*Appendix B.**Prevailing Rates.*

<i>Title</i>	<i>Wage Rates Effective</i>				
	1-1-88	7-1-88	7-1-89	7-1-90	7-1-91
Laborer (6323)	\$ 15.30	\$ 16.05			
-- Off-street Parking Division	15.30	16.05			
Laborer (6324)	11.92	12.67			
-- as Truck Loader, Incinerator	11.92	12.67			
Laborer (6326)	8.93	9.68			
Laborer-Bureau of Electricity	15.30	16.05			
-- as Jackhammerman	15.57	16.32			

<i>Title</i>	<i>Wage Rates Effective</i>				
	1-1-88	7-1-88	7-1-89	7-1-90	7-1-91
Laborer on Repairs	\$15.30	\$16.05			
-- as Jackhammerman	15.57	16.32			
Laborer-Water Distribution	15.30	16.05			
Laborer-Water Distribution					
-- as Bottom Man, Jackhammerman or working on acid truck	15.65	16.40			
-- as Scaffolding or Second Bottom Man	15.52	16.27			
Material Dispatcher	15.30	16.05			
Plaster Helper (Public Works)	15.30	16.05			
Sewer Laborer	15.30	16.05			
-- as Sub-Foreman	15.85	16.60			
-- as Bottom Man or Jackhammerman	15.65	16.40			
Shop Laborer	15.30	16.05			
Stores Laborer	15.30	16.05			
Street Repair Foreman	15.95	16.70			
Tree Trimmer I	10.76	11.51			
Tree Trimmer II	11.49	12.24			
Tree Trimmer III	12.24	12.99			

<i>Title</i>	<i>Wage Rates Effective</i>				
	1-1-88	7-1-88	7-1-89	7-1-90	7-1-91
Yard Laborer	\$15.30	\$16.05			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
 AGREEMENT WITH LICENSED TUGMEN'S AND PILOTS'
 PROTECTIVE ASSOCIATION OF AMERICA, UNITED
 MARINE DIVISION, LOCAL 333, I.L.A.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining Agreement with the Licensed Tugmen's and Pilots' Protective Association of America, United Marine Division, Local 333, I.L.A.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining Agreement between the City of Chicago and the Licensed Tugmen's & Pilots' Protective Association of America, United Marine Division, Local 333, I.L.A., in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Chicago.

(Continued on page 22663)

APPENDIX C - RATES FOR
NON-PREVAILING RATE JOBS
(NON-GRADED)

TITLE	WAGE RATES EFFECTIVE						
	1-1-88	7-1-88	7-1-89	7-1-90	10-1-90	7-1-91	10-1-91
Crib Keeper	\$91.29 /day	\$92.20 /day	\$94.97 /day	\$96.87 /day	\$99.29 /day	\$102.27 /day	\$106.36
Diver	\$25.55	\$25.81	\$26.58	\$27.11	\$27.79	\$28.62	\$29.76
Dump Foreman	\$2,347.00 /mo	\$2,370.50 /mo	\$2,441.50 /mo	\$2,490.00 /mo	\$2,552.00 /mo	\$2,628.50 /mo	\$2,733.50
Dump Laborer	\$11.92	\$12.04	\$12.40	\$12.65	\$12.97	\$13.36	\$13.89
General Foreman of Dumps	\$2,678.00 /mo	\$2,907.00 /mo	\$2,994.00 /mo	\$3,054.00 /mo	\$3,130.50 /mo	\$3,224.50 /mo	\$3,353.50
Laborer (#6325)	\$9.00	\$9.09	\$9.36	\$9.55	\$9.79	\$10.08	\$10.48
Park Laborer	\$9.24	\$9.33	\$9.61	\$9.80	\$10.05	\$10.35	\$10.76
Power Trucker	\$9.34	\$9.43	\$9.71	\$9.90	\$10.15	\$10.45	\$10.87
Sanitation Worker Trainee	\$11.92	\$12.04	\$12.40	\$12.65	\$12.97	\$13.36	\$13.89
Sewer Laborer as Watchman	\$9.00	\$9.09	\$9.36	\$9.55	\$9.79	\$10.08	\$10.48
Watchman (#6327)	\$8.56	\$8.65	\$8.91	\$9.09	\$9.32	\$9.60	\$9.98
Watchman (#6328)	\$8.46	\$8.54	\$8.91	\$9.09	\$9.32	\$9.60	\$9.98
Watchman (#6329)	\$7.96	\$8.04	\$8.91	\$9.09	\$9.32	\$9.60	\$9.98
Watchman (#6330)	\$7.73	\$7.81	\$8.91	\$9.09	\$9.32	\$9.60	\$9.98

BASE SALARY FOR CLASSIFIED POSITIONS
 (Except Positions with Single Rates)
 Effective January 1, 1988

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS		INTERMEDIATE RATE NEXT 12 MONTHS		TOP BASE RATE NEXT 12 MONTHS		AFTER 1 YR. AT TOP BASE RATE 12 MONTHS		AFTER 1 YR. AT 1ST LONG. STEP & 10 HR. CONT. SERV.		AFTER 1 YR. AT 2ND LONG. STEP & 16 HR. CONT. SERV.		AFTER 1 YR. AT 3RD LONG. STEP & 20 HR. CONT. SERV.		AFTER 1 YR. AT 4TH LONG. STEP & 25 HR. CONT. SERV.	
	ANNUAL MONTHLY	MONTHLY	ANNUAL MONTHLY	MONTHLY	ANNUAL MONTHLY	MONTHLY	ANNUAL MONTHLY	MONTHLY	ANNUAL MONTHLY	MONTHLY	ANNUAL MONTHLY	MONTHLY	ANNUAL MONTHLY	MONTHLY	ANNUAL MONTHLY	MONTHLY
5	15,664	1,312	12,332	1,021	12,052	1,071	14,076	1,173	14,772	1,231	15,520	1,350	16,296	1,426	17,112	1,499
6	17,052	1,426	13,340	1,120	14,076	1,173	15,520	1,294	16,296	1,350	17,112	1,426	17,988	1,502	18,812	1,575
7	18,440	1,540	14,076	1,231	14,772	1,284	16,296	1,426	17,112	1,499	17,988	1,575	18,812	1,651	19,636	1,724
8	19,828	1,654	14,772	1,345	15,520	1,398	17,112	1,575	17,988	1,651	18,812	1,724	19,636	1,797	20,460	1,870
9	21,216	1,768	15,520	1,459	16,296	1,512	17,988	1,724	18,812	1,797	19,636	1,870	20,460	1,943	21,284	2,016
10	22,604	1,882	16,296	1,573	17,112	1,626	18,812	1,870	19,636	1,943	20,460	2,016	21,284	2,089	22,108	2,162
11	24,000	2,000	17,112	1,687	17,988	1,740	19,636	2,016	20,460	2,089	21,284	2,162	22,108	2,235	22,932	2,308
12	25,396	2,114	17,988	1,801	18,812	1,854	20,460	2,162	21,284	2,235	22,108	2,308	22,932	2,371	23,756	2,444
13	26,792	2,228	18,812	1,915	19,636	1,968	21,284	2,235	22,108	2,308	22,932	2,371	23,756	2,434	24,580	2,500
14	28,188	2,342	19,636	2,029	20,460	2,082	22,108	2,371	22,932	2,444	23,756	2,500	24,580	2,567	25,404	2,624
15	29,584	2,456	20,460	2,143	21,284	2,196	22,932	2,500	23,756	2,571	24,580	2,641	25,404	2,701	26,228	2,744

BASE SALARY FOR CLASSIFIED POSITIONS
(Except Positions with Single Rates)
Effective July 1, 1988

APPENDIX E

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
	FIRST 6 MONTHS	12 MONTHS	FIRST 6 MONTHS	12 MONTHS	FIRST 6 MONTHS	12 MONTHS	AT TOP BASE	AT 1ST LONG.	AT 2ND LONG.	AT 3RD LONG.	AT 4TH LONG.	AT 16 TR. STEP	AT 20 TR. STEP	AT 25 TR. STEP
5 ANNUAL	11,784	12,372	12,904	13,572	14,916	16,220	14,916	15,684	16,464	17,280	18,168	16,464	17,280	18,168
MONTHLY	982	1,031	1,082	1,131	1,243	1,372	1,243	1,307	1,372	1,440	1,514	1,372	1,440	1,514
6 ANNUAL	12,904	13,572	14,220	14,916	15,684	16,464	16,464	17,280	18,168	19,044	19,956	18,168	19,044	19,956
MONTHLY	1,082	1,131	1,185	1,243	1,307	1,372	1,372	1,440	1,514	1,587	1,663	1,514	1,587	1,663
7 ANNUAL	13,572	14,220	14,916	15,684	16,464	17,280	17,280	18,168	19,044	19,956	20,868	19,044	19,956	20,868
MONTHLY	1,131	1,185	1,243	1,307	1,372	1,440	1,440	1,514	1,587	1,663	1,739	1,514	1,587	1,663
8 ANNUAL	14,220	14,916	15,684	16,464	17,280	18,168	18,168	19,044	19,956	20,868	21,780	19,044	19,956	20,868
MONTHLY	1,185	1,243	1,307	1,372	1,440	1,514	1,514	1,587	1,663	1,739	1,815	1,587	1,663	1,739
9 ANNUAL	15,684	16,464	17,280	18,168	19,044	19,956	19,956	21,000	22,044	23,136	24,300	21,000	22,044	23,136
MONTHLY	1,307	1,372	1,440	1,514	1,587	1,663	1,663	1,750	1,837	1,920	2,025	1,750	1,837	1,920
10 ANNUAL	17,280	18,168	19,044	19,956	21,000	22,044	22,044	23,136	24,300	25,524	26,820	24,300	25,524	26,820
MONTHLY	1,440	1,514	1,587	1,663	1,750	1,837	1,837	1,920	2,025	2,127	2,235	2,025	2,127	2,235
11 ANNUAL	19,044	19,956	21,000	22,044	23,136	24,300	24,300	25,524	26,820	28,128	29,568	26,820	28,128	29,568
MONTHLY	1,587	1,663	1,750	1,837	1,920	2,025	2,025	2,127	2,235	2,344	2,464	2,235	2,344	2,464
12 ANNUAL	21,000	22,044	23,136	24,300	25,524	26,820	26,820	28,128	29,568	31,032	32,568	29,568	31,032	32,568
MONTHLY	1,750	1,837	1,920	2,025	2,127	2,235	2,235	2,344	2,464	2,586	2,714	2,586	2,714	2,844
13 ANNUAL	23,136	24,300	25,524	26,820	28,128	29,568	29,568	31,032	32,568	34,224	35,928	32,568	34,224	35,928
MONTHLY	1,920	2,025	2,127	2,235	2,344	2,464	2,464	2,586	2,714	2,844	2,994	2,714	2,844	2,994
14 ANNUAL	25,524	26,820	28,128	29,568	31,032	32,568	32,568	34,224	35,928	37,680	39,512	35,928	37,680	39,512
MONTHLY	2,127	2,235	2,344	2,464	2,586	2,714	2,714	2,844	2,994	3,134	3,276	2,994	3,134	3,276
15 ANNUAL	28,128	29,568	31,032	32,568	34,224	35,928	35,928	37,680	39,512	41,424	43,416	39,512	41,424	43,416
MONTHLY	2,344	2,464	2,586	2,714	2,852	2,994	2,994	3,134	3,276	3,421	3,572	3,276	3,421	3,572

BASE SALARY FOR CLASSIFIED POSITIONS
(Except Positions with Single Rates)
Effective July 1, 1989

APPENDIX F

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
	FIRST 6 MONTHS	12 MONTHS	FIRST 6 MONTHS	12 MONTHS	AT TOP BASE RATE	AT 1ST LONG. STEP & 6 MRS. MONTHS	AT 2ND LONG. STEP & 10 YR. MONTHS	AT 3RD LONG. STEP & 16 YR. MONTHS	AT 4TH LONG. STEP & 20 YR. MONTHS	CONT. SERV.	CONT. SERV.	CONT. SERV.
5 ANNUAL	12,132	12,744	13,360	13,900	14,652	15,360	16,152	16,956	17,796	16,956	17,796	18,700
5 MONTHLY	1,011	1,062	1,114	1,165	1,221	1,280	1,346	1,413	1,483	1,413	1,483	1,559
6 ANNUAL	13,360	13,900	14,652	15,360	16,152	16,956	17,796	18,700	19,620	18,700	19,620	20,532
6 MONTHLY	1,114	1,165	1,221	1,280	1,346	1,413	1,483	1,559	1,635	1,559	1,635	1,713
7 ANNUAL	13,900	14,652	15,360	16,152	16,956	17,796	18,700	19,620	20,532	19,620	20,532	21,436
7 MONTHLY	1,165	1,221	1,280	1,346	1,413	1,483	1,559	1,635	1,713	1,635	1,713	1,803
8 ANNUAL	14,652	15,360	16,152	16,956	17,796	18,700	19,620	20,532	21,436	20,532	21,436	22,332
8 MONTHLY	1,221	1,280	1,346	1,413	1,483	1,559	1,635	1,713	1,803	1,713	1,803	1,892
9 ANNUAL	16,152	16,956	17,796	18,700	19,620	20,532	21,436	22,332	23,232	22,332	23,232	24,132
9 MONTHLY	1,346	1,413	1,483	1,559	1,635	1,713	1,803	1,892	1,986	1,892	1,986	2,086
10 ANNUAL	17,796	18,700	19,620	20,532	21,436	22,332	23,232	24,132	25,032	24,132	25,032	25,932
10 MONTHLY	1,483	1,559	1,635	1,713	1,803	1,892	1,986	2,086	2,191	2,086	2,191	2,302
11 ANNUAL	19,620	20,532	21,436	22,332	23,232	24,132	25,032	25,932	26,832	25,932	26,832	27,732
11 MONTHLY	1,635	1,713	1,803	1,892	1,986	2,086	2,191	2,302	2,414	2,302	2,414	2,538
12 ANNUAL	21,436	22,332	23,232	24,132	25,032	25,932	26,832	27,732	28,632	27,732	28,632	29,532
12 MONTHLY	1,803	1,892	1,986	2,086	2,191	2,302	2,414	2,538	2,664	2,538	2,664	2,795
13 ANNUAL	23,232	24,132	25,032	25,932	26,832	27,732	28,632	29,532	30,432	29,532	30,432	31,332
13 MONTHLY	1,986	2,086	2,191	2,302	2,414	2,538	2,664	2,795	2,938	2,795	2,938	3,084
14 ANNUAL	25,032	25,932	26,832	27,732	28,632	29,532	30,432	31,332	32,232	31,332	32,232	33,132
14 MONTHLY	2,191	2,302	2,414	2,538	2,664	2,795	2,938	3,084	3,238	3,084	3,238	3,394
15 ANNUAL	26,832	27,732	28,632	29,532	30,432	31,332	32,232	33,132	34,032	33,132	34,032	34,932
15 MONTHLY	2,414	2,538	2,664	2,795	2,938	3,084	3,238	3,394	3,554	3,394	3,554	3,719

BASE SALARY FOR CLASSIFIED POSITIONS
(Except Positions with Single Rates)
Effective July 1, 1990

APPENDIX G

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
	FIRST 6 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	AT 1ST LONG.	AT 2ND LONG.	AT 3RD LONG.	AT 4TH LONG.	AT 5TH LONG.	AT 6TH LONG.	AT 7TH LONG.	AT 8TH LONG.
5	12,372	13,632	14,256	15,672	16,940	18,156	16,476	17,292	18,156	18,972	19,800	20,640	21,480	22,320
ANNUAL	149,664	163,584	171,216	188,040	203,280	217,872	197,712	207,504	217,872	227,664	237,600	247,680	257,760	267,840
MONTHLY	12,472	13,632	14,256	15,672	16,940	18,156	16,476	17,292	18,156	19,000	19,800	20,640	21,480	22,320
6	13,632	14,940	15,672	16,476	17,292	18,156	19,000	19,800	20,640	21,480	22,320	23,160	24,000	24,840
ANNUAL	163,584	179,280	188,040	197,712	207,504	217,872	227,664	237,600	247,680	257,760	267,840	277,920	288,000	298,080
MONTHLY	13,632	14,940	15,672	16,476	17,292	18,156	19,000	19,800	20,640	21,480	22,320	23,160	24,000	24,840
7	14,940	16,476	17,292	18,156	19,000	19,800	20,640	21,480	22,320	23,160	24,000	24,840	25,680	26,520
ANNUAL	179,280	197,712	207,504	217,872	227,664	237,600	247,680	257,760	267,840	277,920	288,000	298,080	308,160	318,240
MONTHLY	14,940	16,476	17,292	18,156	19,000	19,800	20,640	21,480	22,320	23,160	24,000	24,840	25,680	26,520
8	16,476	18,156	19,000	19,800	20,640	21,480	22,320	23,160	24,000	24,840	25,680	26,520	27,360	28,200
ANNUAL	197,712	217,872	227,664	237,600	247,680	257,760	267,840	277,920	288,000	298,080	308,160	318,240	328,320	338,400
MONTHLY	16,476	18,156	19,000	19,800	20,640	21,480	22,320	23,160	24,000	24,840	25,680	26,520	27,360	28,200
9	18,156	19,800	20,640	21,480	22,320	23,160	24,000	24,840	25,680	26,520	27,360	28,200	29,040	29,880
ANNUAL	217,872	237,600	247,680	257,760	267,840	277,920	288,000	298,080	308,160	318,240	328,320	338,400	348,480	358,560
MONTHLY	18,156	19,800	20,640	21,480	22,320	23,160	24,000	24,840	25,680	26,520	27,360	28,200	29,040	29,880
10	19,800	21,480	22,320	23,160	24,000	24,840	25,680	26,520	27,360	28,200	29,040	29,880	30,720	31,560
ANNUAL	237,600	257,760	267,840	277,920	288,000	298,080	308,160	318,240	328,320	338,400	348,480	358,560	368,640	378,720
MONTHLY	19,800	21,480	22,320	23,160	24,000	24,840	25,680	26,520	27,360	28,200	29,040	29,880	30,720	31,560
11	21,480	23,160	24,000	24,840	25,680	26,520	27,360	28,200	29,040	29,880	30,720	31,560	32,400	33,240
ANNUAL	257,760	277,920	288,000	298,080	308,160	318,240	328,320	338,400	348,480	358,560	368,640	378,720	388,800	398,880
MONTHLY	21,480	23,160	24,000	24,840	25,680	26,520	27,360	28,200	29,040	29,880	30,720	31,560	32,400	33,240
12	23,160	24,840	25,680	26,520	27,360	28,200	29,040	29,880	30,720	31,560	32,400	33,240	34,080	34,920
ANNUAL	277,920	298,080	308,160	318,240	328,320	338,400	348,480	358,560	368,640	378,720	388,800	398,880	408,960	419,040
MONTHLY	23,160	24,840	25,680	26,520	27,360	28,200	29,040	29,880	30,720	31,560	32,400	33,240	34,080	34,920
13	24,840	26,520	27,360	28,200	29,040	29,880	30,720	31,560	32,400	33,240	34,080	34,920	35,760	36,600
ANNUAL	298,080	318,240	328,320	338,400	348,480	358,560	368,640	378,720	388,800	398,880	408,960	419,040	429,120	439,200
MONTHLY	24,840	26,520	27,360	28,200	29,040	29,880	30,720	31,560	32,400	33,240	34,080	34,920	35,760	36,600
14	26,520	28,200	29,040	29,880	30,720	31,560	32,400	33,240	34,080	34,920	35,760	36,600	37,440	38,320
ANNUAL	318,240	338,400	348,480	358,560	368,640	378,720	388,800	398,880	408,960	419,040	429,120	439,200	449,280	459,360
MONTHLY	26,520	28,200	29,040	29,880	30,720	31,560	32,400	33,240	34,080	34,920	35,760	36,600	37,440	38,320
15	28,200	29,880	30,720	31,560	32,400	33,240	34,080	34,920	35,760	36,600	37,440	38,320	39,200	40,080
ANNUAL	338,400	358,560	368,640	378,720	388,800	398,880	408,960	419,040	429,120	439,200	449,280	459,360	469,440	479,520
MONTHLY	28,200	29,880	30,720	31,560	32,400	33,240	34,080	34,920	35,760	36,600	37,440	38,320	39,200	40,080

BASE SALARY FOR CLASSIFIED POSITIONS
(Except Positions with Single Rates)
Effective October 1, 1990

APPENDIX H

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
	FIRST 6 MONTHS	12 MONTHS	FIRST 6 MONTHS	12 MONTHS	FIRST 6 MONTHS	12 MONTHS	AT 1ST LONG.	AT 2ND LONG.	AT 3RD LONG.	AT 4TH LONG.	AT 1ST LONG.	AT 2ND LONG.	AT 3RD LONG.	AT 4TH LONG.
5 ANNUAL MONTHLY	12,604	13,320	13,968	14,616	15,312	16,068	16,004	16,004	17,724	18,612	19,500	19,500	19,500	19,500
6 ANNUAL MONTHLY	13,968	14,616	15,312	16,068	16,804	17,724	18,612	19,500	20,520	21,492	22,620	23,736	24,924	26,172
7 ANNUAL MONTHLY	15,312	16,068	16,804	17,724	18,612	19,500	20,520	21,492	22,620	23,736	24,924	26,172	27,492	28,804
8 ANNUAL MONTHLY	16,804	17,724	18,612	19,500	20,520	21,492	22,620	23,736	24,924	26,172	27,492	28,804	30,200	31,648
9 ANNUAL MONTHLY	18,612	19,500	20,520	21,492	22,620	23,736	24,924	26,172	27,492	28,804	30,200	31,648	33,420	35,064
10 ANNUAL MONTHLY	20,520	21,492	22,620	23,736	24,924	26,172	27,492	28,804	30,200	31,648	33,420	35,064	36,804	38,700
11 ANNUAL MONTHLY	22,620	23,736	24,924	26,172	27,492	28,804	30,200	31,648	33,420	35,064	36,804	38,700	40,500	42,324
12 ANNUAL MONTHLY	24,924	26,172	27,492	28,804	30,200	31,648	33,420	35,064	36,804	38,700	40,500	42,324	44,200	46,164
13 ANNUAL MONTHLY	27,492	28,804	30,200	31,648	33,420	35,064	36,804	38,700	40,500	42,324	44,200	46,164	48,000	50,000
14 ANNUAL MONTHLY	30,200	31,648	33,420	35,064	36,804	38,700	40,500	42,324	44,200	46,164	48,000	50,000	51,900	53,840
15 ANNUAL MONTHLY	33,420	35,064	36,804	38,700	40,500	42,324	44,200	46,164	48,000	50,000	51,900	53,840	55,740	57,720

APPENDIX I

BASE SALARY FOR CLASSIFIED POSITIONS
(Except Positions with Single Rates)
Effective July 1, 1991

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT 1ST LONG.		AFTER 1 YR. AT 2ND LONG.		AFTER 1 YR. AT 3RD LONG.		AFTER 1 YR. AT 4TH LONG.	
	FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.
5 ANNUAL MONTHLY	13,068	13,716	14,388	15,060	15,768	16,548	17,388	18,252	19,176	20,148	21,132	22,140	23,304	24,444
6 ANNUAL MONTHLY	1,089	1,143	1,199	1,255	1,314	1,379	1,449	1,521	1,598	1,679	1,761	1,845	1,942	2,037
7 ANNUAL MONTHLY	14,388	15,060	15,768	16,548	17,388	18,252	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952
8 ANNUAL MONTHLY	1,199	1,255	1,314	1,379	1,449	1,521	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246
9 ANNUAL MONTHLY	15,060	15,768	16,548	17,388	18,252	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320
10 ANNUAL MONTHLY	1,255	1,314	1,379	1,449	1,521	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360
11 ANNUAL MONTHLY	15,768	16,548	17,388	18,252	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748
12 ANNUAL MONTHLY	1,314	1,379	1,449	1,521	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479
13 ANNUAL MONTHLY	16,548	17,388	18,252	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748	31,200
14 ANNUAL MONTHLY	1,379	1,449	1,521	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479	2,600
15 ANNUAL MONTHLY	17,388	18,252	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748	31,200	32,808
	1,449	1,521	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479	2,600	2,734
	18,252	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748	31,200	32,808	34,428
	1,521	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479	2,600	2,734	2,869
	19,176	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748	31,200	32,808	34,428	36,120
	1,598	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479	2,600	2,734	2,869	3,010
	20,148	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968
	1,679	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479	2,600	2,734	2,869	3,010	3,164
	21,132	22,140	23,304	24,444	25,668	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968	39,864
	1,761	1,845	1,942	2,037	2,139	2,246	2,360	2,479	2,600	2,734	2,869	3,010	3,164	3,322
	22,140	23,304	24,444	25,668	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968	39,864	41,712
	1,845	1,942	2,037	2,139	2,246	2,360	2,479	2,600	2,734	2,869	3,010	3,164	3,322	3,476
	23,304	24,444	25,668	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968	39,864	41,712	43,596
	1,942	2,037	2,139	2,246	2,360	2,479	2,600	2,734	2,869	3,010	3,164	3,322	3,476	3,633
	24,444	25,668	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968	39,864	41,712	43,596	45,540
	2,037	2,139	2,246	2,360	2,479	2,600	2,734	2,869	3,010	3,164	3,322	3,476	3,633	3,795
	25,668	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968	39,864	41,712	43,596	45,540	47,544
	2,139	2,246	2,360	2,479	2,600	2,734	2,869	3,010	3,164	3,322	3,476	3,633	3,795	3,962
	26,952	28,320	29,748	31,200	32,808	34,428	36,120	37,968	39,864	41,712	43,596	45,540	47,544	49,608

APPENDIX J

BASE SALARY FOR CLASSIFIED POSITIONS
(Except Positions with Single Rates)
Effective October 1, 1991

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		NEXT		TOP BASE RATE		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.			
	FIRST 6 MONTHS	12 MONTHS	NEXT 6 MONTHS	12 MONTHS	NEXT 6 MONTHS	12 MONTHS	AT TOP BASE RATE	NEXT 12 MONTHS	AT 1ST LONG. STEP & 6 YRS.	AT 1ST LONG. STEP & 10 YRS.	AT 2ND LONG. STEP & 16 YRS.	AT 3RD LONG. STEP & 20 YRS.	AT 4TH LONG. STEP & 25 YRS.	CONT. SERV.	CONT. SERV.	CONT. SERV.	CONT. SERV.	
5 ANNUAL MONTHLY	13,596	14,268	14,969	15,660	16,404	17,208	17,208	18,084	18,944	19,944	20,952	21,972	23,028	19,944	19,944	20,952	21,972	23,028
6 ANNUAL MONTHLY	1,133	1,189	1,247	1,305	1,367	1,434	1,434	1,507	1,582	1,662	1,746	1,831	1,919	1,662	1,662	1,746	1,831	1,919
7 ANNUAL MONTHLY	14,964	15,660	16,404	17,208	18,084	18,944	18,944	19,944	20,952	21,972	23,028	24,240	25,416	19,944	19,944	20,952	21,972	23,028
8 ANNUAL MONTHLY	1,247	1,305	1,367	1,434	1,507	1,582	1,582	1,662	1,746	1,831	1,919	2,020	2,118	1,662	1,662	1,746	1,831	1,919
9 ANNUAL MONTHLY	15,660	16,404	17,208	18,084	18,944	19,944	19,944	20,952	21,972	23,028	24,240	25,416	26,700	20,952	20,952	22,020	23,225	24,480
10 ANNUAL MONTHLY	1,305	1,367	1,434	1,507	1,582	1,662	1,662	1,746	1,831	1,919	2,020	2,118	2,225	1,746	1,746	1,831	1,919	2,020
11 ANNUAL MONTHLY	16,404	17,208	18,084	18,944	19,944	20,952	20,952	21,972	23,028	24,240	25,416	26,700	28,032	21,972	21,972	23,225	24,480	25,848
12 ANNUAL MONTHLY	1,367	1,434	1,507	1,582	1,662	1,746	1,746	1,831	1,919	2,020	2,118	2,225	2,336	1,831	1,831	1,919	2,020	2,118
13 ANNUAL MONTHLY	18,084	18,944	19,944	20,952	21,972	23,028	23,028	24,240	25,416	26,700	28,032	29,448	30,936	23,028	23,028	24,480	25,992	27,568
14 ANNUAL MONTHLY	1,434	1,507	1,582	1,662	1,746	1,831	1,831	1,919	2,020	2,118	2,225	2,336	2,454	1,919	1,919	2,020	2,118	2,225
15 ANNUAL MONTHLY	19,944	20,952	21,972	23,028	24,240	25,416	25,416	26,700	28,032	29,448	30,936	32,448	34,116	26,700	26,700	28,032	29,448	30,936
16 ANNUAL MONTHLY	1,507	1,582	1,662	1,746	1,831	1,919	1,919	2,020	2,118	2,225	2,336	2,454	2,578	2,020	2,020	2,118	2,225	2,336
17 ANNUAL MONTHLY	21,972	23,028	24,240	25,416	26,700	28,032	28,032	29,448	30,936	32,448	34,116	35,808	37,560	28,032	28,032	29,448	30,936	32,448
18 ANNUAL MONTHLY	1,582	1,662	1,746	1,831	1,919	2,020	2,020	2,118	2,225	2,336	2,454	2,578	2,704	2,118	2,118	2,225	2,336	2,454
19 ANNUAL MONTHLY	23,028	24,240	25,416	26,700	28,032	29,448	29,448	30,936	32,448	34,116	35,808	37,560	39,492	30,936	30,936	32,448	34,116	35,808
20 ANNUAL MONTHLY	1,662	1,746	1,831	1,919	2,020	2,118	2,118	2,225	2,336	2,454	2,578	2,704	2,843	2,225	2,225	2,336	2,454	2,578
21 ANNUAL MONTHLY	24,240	25,416	26,700	28,032	29,448	30,936	30,936	32,448	34,116	35,808	37,560	39,492	41,460	32,448	32,448	34,116	35,808	37,560
22 ANNUAL MONTHLY	1,746	1,831	1,919	2,020	2,118	2,225	2,225	2,336	2,454	2,578	2,704	2,843	2,991	2,336	2,336	2,454	2,578	2,704
23 ANNUAL MONTHLY	25,416	26,700	28,032	29,448	30,936	32,448	32,448	34,116	35,808	37,560	39,492	41,460	43,380	34,116	34,116	35,808	37,560	39,492
24 ANNUAL MONTHLY	1,831	1,919	2,020	2,118	2,225	2,336	2,336	2,454	2,578	2,704	2,843	2,991	3,130	2,578	2,578	2,704	2,843	2,991
25 ANNUAL MONTHLY	26,700	28,032	29,448	30,936	32,448	34,116	34,116	35,808	37,560	39,492	41,460	43,380	45,336	35,808	35,808	37,560	39,492	41,460
26 ANNUAL MONTHLY	1,919	2,020	2,118	2,225	2,336	2,454	2,454	2,578	2,704	2,843	2,991	3,130	3,278	2,704	2,704	2,843	2,991	3,130
27 ANNUAL MONTHLY	28,032	29,448	30,936	32,448	34,116	35,808	35,808	37,560	39,492	41,460	43,380	45,336	47,364	37,560	37,560	39,492	41,460	43,380
28 ANNUAL MONTHLY	1,992	2,084	2,180	2,280	2,384	2,492	2,492	2,604	2,724	2,852	2,992	3,144	3,300	2,852	2,852	2,992	3,144	3,300
29 ANNUAL MONTHLY	29,448	30,936	32,448	34,116	35,808	37,560	37,560	39,492	41,460	43,380	45,336	47,364	49,440	39,492	39,492	41,460	43,380	45,336
30 ANNUAL MONTHLY	2,020	2,118	2,225	2,336	2,454	2,578	2,578	2,704	2,843	2,991	3,130	3,278	3,436	2,843	2,843	2,991	3,130	3,278
31 ANNUAL MONTHLY	30,936	32,448	34,116	35,808	37,560	39,492	39,492	41,460	43,380	45,336	47,364	49,440	51,564	41,460	41,460	43,380	45,336	47,364
32 ANNUAL MONTHLY	2,118	2,225	2,336	2,454	2,578	2,704	2,704	2,843	2,991	3,130	3,278	3,436	3,600	2,991	2,991	3,130	3,278	3,436
33 ANNUAL MONTHLY	32,448	34,116	35,808	37,560	39,492	41,460	41,460	43,380	45,336	47,364	49,440	51,564	53,736	43,380	43,380	45,336	47,364	49,440
34 ANNUAL MONTHLY	2,225	2,336	2,454	2,578	2,704	2,843	2,843	2,991	3,130	3,278	3,436	3,600	3,776	3,130	3,130	3,278	3,436	3,600
35 ANNUAL MONTHLY	34,116	35,808	37,560	39,492	41,460	43,380	43,380	45,336	47,364	49,440	51,564	53,736	55,964	45,336	45,336	47,364	49,440	51,564
36 ANNUAL MONTHLY	2,336	2,454	2,578	2,704	2,843	2,991	2,991	3,130	3,278	3,436	3,600	3,776	3,960	3,278	3,278	3,436	3,600	3,776
37 ANNUAL MONTHLY	35,808	37,560	39,492	41,460	43,380	45,336	45,336	47,364	49,440	51,564	53,736	55,964	58,248	47,364	47,364	49,440	51,564	53,736
38 ANNUAL MONTHLY	2,454	2,578	2,704	2,843	2,991	3,130	3,130	3,278	3,436	3,600	3,776	3,960	4,144	3,436	3,436	3,600	3,776	3,960
39 ANNUAL MONTHLY	37,560	39,492	41,460	43,380	45,336	47,364	47,364	49,440	51,564	53,736	55,964	58,248	60,584	49,440	49,440	51,564	53,736	55,964
40 ANNUAL MONTHLY	2,578	2,704	2,843	2,991	3,130	3,278	3,278	3,436	3,600	3,776	3,960	4,144	4,336	3,600	3,600	3,776	3,960	4,144
41 ANNUAL MONTHLY	39,492	41,460	43,380	45,336	47,364	49,440	49,440	51,564	53,736	55,964	58,248	60,584	62,968	51,564	51,564	53,736	55,964	58,248
42 ANNUAL MONTHLY	2,704	2,843	2,991	3,130	3,278	3,436	3,436	3,600	3,776	3,960	4,144	4,336	4,536	3,776	3,776	3,960	4,144	4,336
43 ANNUAL MONTHLY	41,460	43,380	45,336	47,364	49,440	51,564	51,564	53,736	55,964	58,248	60,584	62,968	65,408	53,736	53,736	55,964	58,248	60,584
44 ANNUAL MONTHLY	2,843	2,991	3,130	3,278	3,436	3,600	3,600	3,776	3,960	4,144	4,336	4,536	4,744	3,960	3,960	4,144	4,336	4,536
45 ANNUAL MONTHLY	43,380	45,336	47,364	49,440	51,564	53,736	53,736	55,964	58,248	60,584	62,968	65,408	67,904	55,964	55,964	58,248	60,584	62,968
46 ANNUAL MONTHLY	2,991	3,130	3,278	3,436	3,600	3,776	3,776	3,960	4,144	4,336	4,536	4,744	4,960	4,144	4,144	4,336	4,536	4,744
47 ANNUAL MONTHLY	45,336	47,364	49,440	51,564	53,736	55,964	55,964	58,248	60,584	62,968	65,408	67,904	70,416	58,248	58,248	60,584	62,968	65,408
48 ANNUAL MONTHLY	3,130	3,278	3,436	3,600	3,776	3,960	3,960	4,144	4,336	4,536	4,744	4,960	5,184	4,336	4,336	4,536	4,744	4,960
49 ANNUAL MONTHLY	47,364	49,440	51,564	53,736	55,964	58,248	58,248	60,584	62,968	65,408	67,904	70,416	72,976	60,584	60,584	62,968	65,408	67,904
50 ANNUAL MONTHLY	3,278	3,436	3,600	3,776	3,960	4,144	4,144	4,336	4,536	4,744	4,960	5,184	5,416	4,536	4,536	4,744	4,960	5,184
51 ANNUAL MONTHLY	49,440	51,564	53,736	55,964	58,248	60,584	60,584	62,968	65,408	67,904	70,416	72,976	75,584	62,968	62,968	65,408	67,904	70,416
52 ANNUAL MONTHLY	3,436	3,600	3,776	3,960	4,144	4,336	4,336	4,536	4,744	4,960	5,184	5,416	5,656	4,744	4,744	4,960	5,184	5,416
53 ANNUAL MONTHLY	51,564	53,736	55,964	58,248	60,584	62,968	62,968	65,408	67,904	70,416	72,976	75,584	78,248	65,408	65,408	67,904	70,416	72,976
54 ANNUAL MONTHLY	3,600	3,776	3,960	4,144	4,336	4,536	4,536	4,744	4,960	5,184	5,416	5,656	5,904	4,960	4,960	5,184	5,416	5,656
55 ANNUAL MONTHLY	53,736	55,964	58,248	60,584	62,968	65,408	65,408	67,904	70,416	72,976	75,584	78,248	80,960	67,904	67,904	70,416	72,976	75,584
56 ANNUAL MONTHLY	3,776	3,960	4,144	4,336	4,536	4,744	4,744	4,960	5,184	5,416	5,656	5,904						

(Continued from page 22654)

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Licensed Tugmen's And Pilots'

Protective Association Of America

United Marine Division,

Local 333, I.L.A.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Licensed Tugmen's and Pilots' Protective Association of America, United Marine Division, Local 333, I.L.A. (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1:

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Marine Engineer

Marine Pilot

Marine Pilot (Fire Boat)

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages And Allowances.

Section 4.1

Effective July 1, 1988, employees covered by this Agreement shall be paid the hourly wage rate negotiated by the Licensed Tugmen's and Pilots' Protective Association of America, United Marine Division, Local 333 I.L.A. in its area-wide collective bargaining agreement with the Great Lakes Dredge and Dock Co., then in effect on July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, in accordance with the Employer's past practice and as set forth in Appendix A, appended to and made a part of this Agreement.

In the event the hourly wage rates effective July of each year of this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective date of the hourly wage rate is later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

Section 5.2 Water Department Workweek.

The normal workweek for employees in the Water Department shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 7:30 A.M. and end at 3:30 P.M., as determined by the Employer.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 5.3 Fire Department Workweek.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M., Saturday) Sunday and ending at 12:00 midnight the following Sunday. The Employer will continue the current schedule of hours of work.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 5.4 Overtime -- Water Department.

All work performed by employees in the Water Department in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular workweek; or on the 6th consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or on the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments.

Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding or overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.5 Overtime -- Fire Department.

Marine Pilots shall receive overtime pay at the rate of time and one-half (1-1/2) for all work performed beyond their regularly scheduled hours consisting of thirty (30) minutes or more. Such employees shall receive pay at the overtime rate for one (1) hour. Work consisting of more than one (1) hour shall be paid in one-half (1/2) hour increments. The City's managerial rights to make and enforce rules regarding employee lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

A Marine Pilot who is required to work 48 consecutive hours because of a furlough will be compensated at the straight time rate.

Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.6 Overtime Distribution.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day
8. Independence Day

9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If a full-time hourly employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday.

If a calendar holiday as specified falls on a full-time salaried employee's normal day off, such employee shall receive his normal week's pay.

All holiday time shall be considered time worked for the purposes of computing overtime, except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or

Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the Department Head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Section 6.5 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Article 7.

Vacations.

Section 7.1(a)

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.1(b)

An employee in the Fire Department covered by this Agreement shall be granted an annual paid vacation of ten (10) duty days.

Section 7.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986, who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing

Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive calendar days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leaves.

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

Section 10.6 Personal Leaves.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves:

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police

Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 or 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

- Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as

soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this agreement or a document incorporated by reference thereto. The provisions of this agreement and any other document incorporated by reference in this agreement shall be

the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For

example, if a Marine Pilot is on vacation, a Tug Fireman shall not be assigned as a replacement Marine Pilot. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoff And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the Department 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 in the Department. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title). Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Representatives.

The Union will advise the Employer in writing, of the names of the representatives in each Department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. Representatives will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Representatives shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the representatives to engage in such activities.

Employees acting as Union representatives shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union representatives from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a

manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more

than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of November 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Marine Engineer	\$20.17/hr.	\$20.67/hr.			
Marine Pilot	20.17/hr.	20.67/hr.			
Marine Pilot (Fire Boat)	3,496/mo.	3,583/mo.			

**RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH MARBLE HELPERS AND POLISHERS
UNION, LOCAL 87 BAC.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Marble Helpers and Polishers Union, Local 87 BAC.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Marble Helpers & Polishers Union, Local 87 BAC, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Marble Helpers And Polishers Union,

Local 87 BAC.

Agreement.

---This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Marble Helpers and

Polishers Union, Local 87 BAC (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Marble Cleaner

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services,

processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989 and July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1(a) above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive 8-hour days Monday through Friday and two (2) consecutive days off, Saturday and Sunday.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 6:00 A.M. and end at 2:00 P.M.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at 2 times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day

8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

*Article 8.**Continuous Service.**Section 8.1*

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires,

does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of the Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the

employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Unpaid Leaves.

a. Personal Leaves. Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

b. Medical Leaves. Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to 3 months, provided said leaves shall be renewable for like 3-month periods. The Employer may request satisfactory proof of medical leaves of absence. After the first year, such medical leaves shall be extended in up to one year segments. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

*Article 11.**Discipline And Grievance/Arbitration.*

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the department head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate

advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and

substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency; but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown

or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a Marble Cleaner is on vacation, a Clerk shall not be assigned as a replacement Marble Cleaner. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department

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 in the department. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective:</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Marble Cleaner	\$15.78/hr.	\$16.08/hr.	\$16.48/hr.		

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH PAINTERS' DISTRICT COUNCIL
NUMBER 14.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Painters' District Council Number 14.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Painters' District Council Number 14, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A"

City Of Chicago

Agreement With

Painters' District Council Number 14.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and Painters' District Council Number 14 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Automotive Painter

Automotive Painter (Sub-Foreman)

General Foreman Of Painters

Painter

Painter (Sub-Foreman)

Foreman Of Painters

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989 and July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rate effective July of each year covered by this Agreement are not established at the July effective dates, then such rate, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days, Monday through Friday, and two (2) consecutive days off, Saturday and Sunday.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall be 8:00 A.M. to 4:30 P.M., except where different hours are currently in effect.

Section 5.2 Overtime.

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining Agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid

for at one and one-half (1-1/2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority. "Seniority" shall mean, for purposes of this section the employee's service in any bargaining unit title(s).

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday

5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by seniority in bargaining unit titles in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for

vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 for one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar

year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary

period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Filling Vacancies.

(a) Bargaining unit employees within a department who desire a change in location of their job assignment shall request such change in writing on the Employer's form at any time for the remainder of the calendar year.

(b) When filling a vacancy, the Employer shall select the most senior bargaining unit employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

(c) When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the bargaining unit employee within the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

(d) When filling a vacancy and there are no said employees who have requests on file and no eligible employees on said lists, the Employer shall post the job for bidding.

(e) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to lower-rated, or equal-rated jobs. All applicants bidding on said jobs shall be considered as one group for selection purposes.

(f) The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical site in the department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days. The posting shall contain at least the following: job title, qualifications, days off, hours, work location, if known, and rate of pay.

(g) 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. The Employer shall select the most qualified applicant. Where applicants are equally qualified preference shall be given to bargaining unit applicants. The Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal

employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. "Seniority" shall mean, for purposes of this section, the employee's service in the job (time-in-title) citywide.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under the family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

*Article 10.**Leaves Of Absence.***Section 10.1 Bereavement Pay.**

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation. The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full

hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the

Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

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

the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked. If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Painter is on vacation, a Plumber shall not be assigned as a replacement Painter. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 14.8 Mileage Reimbursement.

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicle to perform their assignments shall be reimbursed at the rate of 22.5 cents per mile in accordance with the Employer's existing requirements and procedures.

Article 15.

Layoffs And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. 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. "Seniority" shall mean, for purposes of this section, the employee's continuous service in any bargaining unit title(s) citywide.

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

Employees shall be recalled in reverse order they were laid off.

Section 15.2 Notice Of Layoff.

The Union and employees (except probationary employees with less than 90 days of service) shall be provided with at least 14 days advance notice of a layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor by transferred from their job classifications or departments because of their activities on

behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective

bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination day or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
General Foreman of Painters	\$3,910.83/mo.	\$4,073.33/mo.	\$4,235.83/mo.		

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Foreman of Painters	\$20.31/hr.	\$21.15/hr.	\$21.99/hr.		
Painter (Sub-Foreman)	19.18/hr.	19.98/hr.	20.77/hr.		
Automotive Painter (Sub-Foreman)	19.18/hr.	19.98/hr.	20.77/hr.		
Automotive Painter	18.05/hr.	18.80/hr.	19.55/hr.		
Painter	18.05/hr.	18.80/hr.	19.55/hr.		

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH PIPE FITTERS' ASSOCIATION
LOCAL UNION 597.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Pipe Fitters' Association Local Union 597.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone --44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Pipe Fitters' Association Local Union 597, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

"Exhibit "A".

City Of Chicago

Agreement With

Pipe Fitters' Association

Local Union 597.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Pipe Fitters' Association Local Union 597 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Assistant Chief Cooling Plant Inspector

Cooling Plant Inspector

Supervising Cooling Plant Inspector

Chief Mechanical Equipment Inspector

Gas Meter Inspector

Supervising Gas Meter Inspector

Steamfitter

Foreman Of Steamfitters

General Foreman Of Steamfitters

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery,

equipment and materials to be used, the nature, extent, duration, character and method of operation, including but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989 and July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.3

The Assistant Chief Cooling Plant Inspector will receive \$1.00 per hour more than the General Foreman and the Chief Mechanical Equipment Inspector will receive \$2.00 per hour more than the General Foreman in accordance with the provisions of Section 4.1 and 4.2 and as set forth in Appendix A attached hereto.

Article 5.

Hours Of Work And Overtime.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of 5 consecutive 8-hour days Monday through Friday and 2 consecutive days off, Saturday and Sunday, except where the

Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. with a one-half (1/2) hour unpaid lunch period, except where other hours are currently in effect.

Section 5.2 Overtime.

All work performed in excess of 8 hours worked in any 24-hour period shall be considered overtime and paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay.

Work performed on Saturday or Sunday, when Saturday or Sunday is not part of the employee's regular workweek; or on the sixth or seventh day worked in the Employer's workweek, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Article 6.

Holidays.

Section 6.1

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day

8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime, except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or

Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by seniority in bargaining unit title(s) in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other

employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leaves.

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

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his/her appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided

that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 may request in writing to the department head for review of the said disciplinary action on a form provided by the

Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee in writing and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

In the event a dues check off system is desired by the Union and the Employer is so notified, then the Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be

irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2 Fair Share.

It is further agreed that 30 days after the later of the execution of the agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union on a semi-monthly basis. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a Steamfitter is on vacation, a Laborer shall not be assigned as a replacement Steamfitter. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 14.8 Mileage Reimbursement.

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicle to perform their assignments shall be reimbursed at the rate of 22.5 cents per mile in accordance with the Employer's existing requirements and procedures.

Section 14.9 Telephone Expense Reimbursement.

The current practice of reimbursing employees for job related telephone expenses shall continue.

Article 15.

Layoff And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. 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 in the department. "Seniority" shall mean, for purposes of this section, the employee's continuous service in the bargaining unit.

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held within the bargaining unit, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforcibility shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

Should the Union choose to establish stewards, the Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Assistant Chief Cooling Plant Inspector	\$3,765.00/mo.	\$4,151.33/mo.			
Cooling Plant Inspector	3,640.00/mo.	3,804.66/mo.			

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Supervising Cooling Plant Inspector	\$3,740.00/mo.	\$3,901.50/mo.			
Chief Mechanical Equipment Inspector	50,643/yr.	51,896/yr.			
Gas Meter Inspector	21.00/hr.	21.95/hr.			
Supervising Gas Meter Inspector	22.00/hr.	22.95/hr.			
Steamfitter	20.00/hr.	20.95/hr.			
Foreman of Steamfitters	21.00/hr.	21.95/hr.			
General Foreman of Steamfitters	3,813.00/mo.	3,978.00/mo.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH POINTERS, CLEANERS AND
CAULKERS UNION, LOCAL 52.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Pointers, Cleaners and Caulkers Union, Local 52.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Pointers, Cleaners and Caulkers Union, Local 52, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Pointers, Cleaners And Caulkers Union

Local 52.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and Local 52, Pointers, Cleaners and Caulkers Union (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Tuck Pointer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to ensure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employee alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended hereto, and made a part of this Agreement.

Section 4.1(b) Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. as determined by the Employer.

Section 5.2 Overtime.

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed after eight (8) hours worked in any 24-hour period shall be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular straight time hourly rate of pay provided the employee completes the normal workweek or is absent with the Employer's permission. Work performed on Saturday, when Saturday is not part of the employee's regular workweek; or the sixth consecutive day worked, shall be

paid for at one and one-half (1-1/2) times the regular hourly rate of pay for the first eight hours of overtime work; all other overtime work shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day

8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid

vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
 <i>Continuous Service As Of July 1</i>	 <i>Vacation</i>
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of

Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided the such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who rendered service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made

retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees, and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage

under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.

- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training

program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions of this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the hearing officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievances And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in

compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.

- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to

investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The local Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall

remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Tuck Pointer is on vacation, a Carpenter shall not be assigned as a replacement Tuck Pointer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Transfers.

The current practice in regard to transfer between departments will continue, provided that both Department Heads are in agreement.

Section 14.8 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoff And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order in which they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate

supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Tuck Pointers	\$19.11/hr.	\$19.76/hr.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH PUBLIC SERVICE EMPLOYEES
UNION, LOCAL 46 S.E.I.U.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Public Service Employees Union, Local 46 S.E.I.U.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Public Service Employees Union, Local 46 S.E.I.U., in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Public Service Employees Union,

Local 46 S.E.I.U.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Public Service Employees Union, Local 46 S.E.I.U. (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relations between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective rights and responsibilities of both the Employer and the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Chief Superintendent Of Custodial Workers

Custodial Worker

Foreman Of Custodial Workers

Foreman Of Custodial Workers
(As Assistant-To-Chief)

Chief Custodian

Superintendent Of Custodial Workers

Metal Caretaker

Watchman

Branch Custodian I

Branch Custodian II

Branch Custodian III

Branch Custodian IV

Lead Custodial Worker

Foreman Of Station Laborers

Station Laborer

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend,

discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages And Allowances.

Section 4.1 Annual Salary Schedule.

A. Effective January 1, 1988, the annual salaries of the members of the bargaining unit shall be paid pursuant to the salary schedule attached hereto and made a part of this Agreement and identified as Exhibits A through G.

B. The following wage changes will be instituted:

1. Full-time employees on the payroll on the date of ratification by the Union will receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to applicable benefit funds will not be made relative to this lump sum payment.

Part-time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$325 no later than the second period after ratification by the City Council, it being understood that contributions to the applicable benefit funds will not be made relative to this lump sum payment.

2. In 1988, a 1% increase will be granted to all employees, effective July 1, 1988.
3. In 1989, a 3% increase will be granted to all employees, effective July 1, 1989.
4. In 1990, a 2% increase will be granted to all employees, effective July 1, 1990, and a 2-1/2% increase effective October 1, 1990.
5. In 1991, a 3% increase will be granted to all employees, effective July 1, 1991, and a 4% increase effective October 1, 1991.

Section 4.2

Any employee covered by this Agreement who is directed or permitted to perform substantially all of the duties and responsibilities of a higher classification for more than thirty (30) days shall be paid at the higher rate.

The time limits for such assignments to higher rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement of the parties. These time limits shall also apply to assignments to lower or equal rated jobs. If the Employer continues to require the performance of the duties of the higher rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy in accordance with Section 8.7, Filling of Permanent Vacancies, of this Agreement.

Section 4.3 Reporting Pay.

An hourly employee who reports for work as scheduled or assigned shall receive a minimum of 2 hours pay, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control. A salaried employee who reports for work as scheduled or assigned shall not suffer a reduction in pay for the day, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.

Section 4.4 Call-In Pay.

Employees called for work outside of their regular working hours shall receive not less than 4 hours work or pay at their regular hourly rate, except for reasons beyond the Employer's control.

Article 5.

Hours And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions. The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M., Saturday) Sunday and ending at 12:00 midnight the following Sunday.

Work shifts shall begin as follows:

First Shift	6:00 A.M. -- 8:00 A.M.
Second Shift	2:00 P.M. -- 4:00 P.M.
Third Shift	10:00 P.M. -- midnight

The Employer may change the time of its normal workday or workweek. The Employer shall give the Union reasonable notice of any such changes and upon request, will discuss the matter with the Union.

Section 5.2

All time worked in excess of forty (40) hours worked per week and all time worked in excess of eight (8) hours worked per day where the employee has forty (40) hours of work and/or excused absences for that week, shall be compensated at the rate of time and one-half. Such overtime shall be computed on the basis of completed fifteen (15) minute segments. The following job classifications, whose employees are exempt from the Fair Labor Standards Act, shall not be covered by this section: Chief Superintendent of Custodial Workers; Chief Custodian; Superintendent of Custodial Workers; Foreman of Custodial Workers (Assistant to the Chief); and Foreman of Custodial Workers (Department of Aviation). There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3

All time an employee spends in any meeting, at the direction of the Employer, shall be paid time and subject to all provisions of this article.

Section 5.4

Where an employee is required to take public transportation in the course of his or her duties, he or she shall be provided a pass or reimbursement for such travel so it shall be at no expense to the employee.

Section 5.5

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.5(a).

Section 5.6 Days Off.

The Employer shall attempt to avoid changing days off for any employee. When there is an operative need to change days off, the Employer shall first seek volunteers. If there are not enough volunteers, the Employer will change an employee's day off by time in title seniority, the least senior employee first, provided the employee can do the work to the Employer's satisfaction.

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day

10. Christmas Day

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday he/she shall be paid at the rate of two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

Section 6.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday. •

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for serious cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for serious cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least eighty (80) hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for serious cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the department head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five (5) of their vacation days one (1) or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986, who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986, who rendered service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 or layoff of thirty (30) days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than thirty (30) days or layoff for more than thirty (30) days, unless employees are allowed to accumulate seniority under this agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed one hundred twenty (120) calendar days in any calendar year shall not be credited toward continuous service for the

time worked; conversely, seasonal employment in excess of one hundred twenty (120) calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986, who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986, who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after twelve (12) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served ninety (90) days or more of his/her probationary period and who is laid off

shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Filling Of Permanent Vacancies.

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.

Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form. Employees desiring said change shall submit to the Employer the request form during the month of December for the following calendar year.

When filling a vacancy the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical sites in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for fourteen (14) days. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria. Employees in the Chicago Public Library shall have preference over other employees in bidding on such jobs in the Chicago Public Library.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

Applicants who are not selected shall be so notified by the Department Heads. A successful bidder may not bid for another Employer-determined permanent vacancy for one (1) year.

During the bidding and/or selection process set forth in this section, the Employer may temporarily fill said vacancy.

Section 8.7 Detailing.

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Employees shall not be detailed for more than thirty (30) days, unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond ninety (90) days without the agreement of the parties.

The Employer shall notify the employees of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year.

Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting an employee to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

An employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year; provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

An employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller. Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continued to work under a classification that was receiving sick leave at the execution of the Agreement. This provision will not affect any accumulated sick leave such employees may have at the execution of this Agreement.

Section 10.5 Personal Leaves.

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of said leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leaves.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one (1) year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one (1) year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one (1) year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

*Article 11.**Discipline.*

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over ten (10) days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel, or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules.

It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has five (5) days to appeal. If the employee does not file an appeal within the five (5) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty (30) day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the thirty (30) day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the thirty (30) day period.

The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or grievance procedure, including arbitration, and to actively participate.

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

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

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

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

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the Department Head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate

advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one (1) employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and

substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown

or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court or other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.5 Notification Of Dues Change.

Any change in the amount of dues to be deducted or fair share fees to be withheld shall be communicated to the Employer by the Union at least fourteen (14) days prior to the effective date of such change.

Article 14.

*Miscellaneous.***Section 14.1 Job Titles.**

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved. The City will provide employees with a copy of the official job description of their job title, which is on file with the Department of Personnel.

A review of said job descriptions will be undertaken by the Department of Personnel when a significant change in duties and responsibilities is reported by the Department Head.

The phrase "related work as required" as used in job description means duties related to the basic job.

Section 14.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union shall not perform the work of said employees. For example, if a Custodial Worker is on vacation, a Clerk shall not be assigned as a replacement Custodial Worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Bulletin Boards.

The Union shall have the right to bulletin board space at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards.

Section 14.7 Information To Union.

The Employer shall, monthly, provide the Union with a list of all employees, the list to include the names of the employees, their job classification, city seniority, home address, zip code and time-in-title classification seniority.

Section 14.8 Negotiating Team.

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of regular straight time pay.

Section 14.9 Labor-Management Committee.

For the purposes of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The Director of Labor Relations shall be sent a written agenda by the Union for any meeting seven (7) days prior to said meeting.

Section 14.10 Just Cause Standard.

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 14.11 File Inspection.

A copy of disciplinary action or material relating to employee performance shall be placed in the personnel file of an employee and shall be given to the employee, who shall note receipt thereof. The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours, except for information which the Employer deems confidential. An employee's statutory right to see his personnel files shall not be waived by this section.

Section 14.12 Limitation On Use Of File Material.

It is agreed that any material and/or matter not available for inspection, as provided for in Section 14.11 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 14.13 Use And Destruction Of File Material.

(a) Police Department.

Disciplinary Investigation Files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the complaint register case files normally will be destroyed five (5) years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

(b) All Departments.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings.

Any record of discipline may be used for a period of time not to exceed three (3) years and shall thereafter not be used to support or as evidence of adverse employment action, unless a pattern of sustained infraction exists.

Section 14.14 Subcontracting.

The Employer will attempt to have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy. Prior to subcontracting bargaining unit work, the Employer shall give notice of such contemplated action at least thirty (30) days prior to entering into a subcontract.

The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed, any contemplated impact on bargaining unit employees, and any other relevant data to enable the Union to discuss with the Employer the alternatives to such action.

Upon request, the Employer shall meet with the Union within three (3) days of receipt of such request.

If bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared to be vacant in the Department, or other Departments, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed subcontractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the subcontractor hire laid off employees.

Section 14.15 Performance Evaluations.

As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation.

An employee's signature will indicate only that he/she has seen the evaluation.

The evaluation form shall state that it is the employee's right to place a rebuttal in his/her file if the employee so chooses.

Article 15.

Layoffs And Re-employment.

Section 15.1 Notice Of Layoffs.

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the Union and the employees affected no later than fourteen (14) days prior to such layoff, except where layoffs result from a sudden emergency beyond the control of the Employer and/or as a result of action by the City Council, such notice shall be given to the Union and the employees as soon as the Employer has the knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff.

Section 15.2 Layoffs And Recall.

Probationary employees with more than ninety (90) days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department, 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 service in the job title (time-in-title).

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off, subject to the same provisos.

Section 15.3 Hiring During Layoffs.

No employees may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Article 16.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representatives.

Section 17.1 Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Section 17.4 Meetings.

The Union shall have suitable space on the Employer's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties, and shall be subject to the Employer's reasonable rules for use of City facilities.

Article 18.

Employee Development And Training.

a) Employees may, with the written consent of the department head or his/her designee, adjust the employee's schedule to permit attendance at courses of instruction. Such consent shall not be unreasonably denied.

Employees required by the Employer to attend training courses or seminars shall have time in attendance at such meetings paid at the appropriate rate of pay and shall be reimbursed for costs incurred by such attendance, subject to the cost reimbursement rules of the Employer. The Employer may request proof of attendance and the cost incurred.

b) Rules and procedures regarding tuition reimbursement shall be described in Exhibit A attached. When the Employer proposes to initiate changes or modifications to its tuition reimbursement policy, the Employer shall transmit a copy of the proposed changes or modifications to the Union. The Union will consider the proposal, and upon request, the Employer will meet with the Union to discuss said changes or modifications.

Article 19.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subjected to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 20.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If such notice is given, the parties shall meet promptly to negotiate a new Agreement.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of November, 1988.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this agreement printed on pages
22863 through 22866 of this Journal.

Appendices "A" through "G" attached to this agreement read as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>
	1/1/88
Chief Custodian	\$2,758.00/mo.
Chief Supt. of Custodial Workers	2,396.00/mo.
Supt. of Custodial Workers	2,293.00/mo.
Foreman of Custodial Workers (Ass't. to Chief)	1,911.00/mo.
Foreman of Custodial Workers	1,881.00/mo.
Lead Custodial Worker	1,750.00/mo.
Custodial Worker	1,530.00/mo.

<i>Bargaining Unit Titles</i>		<i>Wage Rates Effective</i>	
		1/1/88	
*	Custodial Worker (part-time)	\$	6.33/hr.
**	Branch Custodian I		1,611.00/mo.
**	Branch Custodian II		1,680.00/mo.
**	Branch Custodian III		1,841.00/mo.
**	Branch Custodian IV		1,964.50/mo.
	Foreman of Station Laborers		1,883.00/mo.
***	Station Laborer		1,583.00/mo.
	Metal Caretaker		1,664.00/mo.
****	Watchman	Indoor Rate	1,341.00/mo.
		Outdoor Rate	1,464.00/mo.

* Employees earning more than the above rate of pay prior to February 13, 1986 will be red-circled at their current rate.

** New employees hired after February 13, 1986 will be classified as and receive the rate of pay for Custodial Worker.

*** Station Laborers working in the Water Department prior to February 13, 1986 will remain in the Station Laborer classification. New employees hired at the Pumping Station Facilities after February 13, 1986 will be classified as and receive the rate of Custodial Worker.

**** Rates apply to Watchmen located at Navy Pier and at the three airports.

Appendix "B".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>
	7/1/88
Chief Custodian	\$2,786.00/mo.
Chief Supt. of Custodial Workers	2,420.00/mo.
Supt. of Custodial Workers	2,316.00/mo.
Foreman of Custodial Workers (Ass't. to Chief)	1,930.00/mo.
Foreman of Custodial Workers	1,900.00/mo.
Lead Custodial Worker	1,768.00/mo.
Custodial Worker	1,545.00/mo.

<i>Bargaining Unit Titles</i>		<i>Wage Rates Effective</i>	
		7/1/88	
*	Custodial Worker (part-time)	\$	6.39/hr.
**	Branch Custodian I		1,627.00/mo.
**	Branch Custodian II		1,697.00/mo.
**	Branch Custodian III		1,859.00/mo.
**	Branch Custodian IV		1,984.00/mo.
	Foreman of Station Laborers		1,902.00/mo.
***	Station Laborer		1,599.00/mo.
	Metal Caretaker		1,681.00/mo.
****	Watchman	Indoor Rate	1,354.00/mo.
		Outdoor Rate	1,479.00/mo.

* Employees earning more than the above rate of pay prior to February 13, 1986 will be red-circled at their current rate.

** New employees hired after February 13, 1986 will be classified as and receive the rate of pay for Custodial Worker.

*** Station Laborers working in the Water Department prior to February 13, 1986 will remain in the Station Laborer classification. New employees hired at the Pumping Station Facilities after February 13, 1986 will be classified as and receive the rate of Custodial Worker.

**** Rates apply to Watchmen located at Navy Pier and at the three airports.

Appendix "C"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>
	7/1/89
Chief Custodian	\$2,870.00/mo.
Chief Supt. of Custodial Workers	2,493.00/mo.
Supt. of Custodial Workers	2,385.00/mo.
Foreman of Custodial Workers (Ass't. to Chief)	1,988.00/mo.
Foreman of Custodial Workers	1,957.00/mo.
Lead Custodial Worker	1,821.00/mo.
Custodial Worker	1,591.00/mo.

<i>Bargaining Unit Titles</i>		<i>Wage Rates Effective</i>	
		7/1/89	
*	Custodial Worker (part-time)	\$	6.58/hr.
**	Branch Custodian I		1,676.00/mo.
**	Branch Custodian II		1,748.00/mo.
**	Branch Custodian III		1,915.00/mo.
**	Branch Custodian IV		2,044.00/mo.
	Foreman of Station Laborers		1,959.00/mo.
***	Station Laborer		1,647.00/mo.
	Metal Caretaker		1,731.00/mo.
****	Watchman	Indoor Rate	1,395.00/mo.
		Outdoor Rate	1,523.00/mo.

* Employees earning more than the above rate of pay prior to February 13, 1986 will be red-circled at their current rate.

** New employees hired after February 13, 1986 will be classified as and receive the rate of pay for Custodial Worker.

*** Station Laborers working in the Water Department prior to February 13, 1986 will remain in the Station Laborer classification. New employees hired at the Pumping Station Facilities after February 13, 1986 will be classified as and receive the rate of Custodial Worker.

**** Rates apply to Watchmen located at Navy Pier and at the three airports.

Appendix "D"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>
	7/1/90
Chief Custodian	\$2,927.00/mo.
Chief Supt. of Custodial Workers	2,543.00/mo.
Supt. of Custodial Workers	2,433.00/mo.
Foreman of Custodial Workers (Ass't. to Chief)	2,028.00/mo.
Foreman of Custodial Workers	1,996.00/mo.
Lead Custodial Worker	1,959.00/mo.
Custodial Worker	1,623.00/mo.

<i>Bargaining Unit Titles</i>		<i>Wage Rates Effective</i>	
		7/1/90	
*	Custodial Worker (part-time)	\$	6.71/hr.
**	Branch Custodian I		1,710.00/mo.
**	Branch Custodian II		1,783.00/mo.
**	Branch Custodian III		1,953.00/mo.
**	Branch Custodian IV		2,085.00/mo.
	Foreman of Station Laborers		1,998.00/mo.
***	Station Laborer		1,680.00/mo.
	Metal Caretaker		1,766.00/mo.
****	Watchman	Indoor Rate	1,423.00/mo.
		Outdoor Rate	1,553.00/mo.

* Employees earning more than the above rate of pay prior to February 13, 1986 will be red-circled at their current rate.

** New employees hired after February 13, 1986 will be classified as and receive the rate of pay for Custodial Worker.

*** Station Laborers working in the Water Department prior to February 13, 1986 will remain in the Station Laborer classification. New employees hired at the Pumping Station Facilities after February 13, 1986 will be classified as and receive the rate of Custodial Worker.

**** Rates apply to Watchmen located at Navy Pier and at the three airports.

Appendix "E".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>
	10/1/90
Chief Custodian	\$3,000.00/mo.
Chief Supt. of Custodial Workers	2,607.00/mo.
Supt. of Custodial Workers	2,494.00/mo.
Foreman of Custodial Workers (Ass't. to Chief)	2,079.00/mo.
Foreman of Custodial Workers	2,046.00/mo.
Lead Custodial Worker	1,903.00/mo.
Custodial Worker	1,664.00/mo.

<i>Bargaining Unit Titles</i>		<i>Wage Rates Effective</i>
		10/1/90
*	Custodial Worker (part-time)	\$ 6.88/hr.
**	Branch Custodian I	1,753.00/mo.
**	Branch Custodian II	1,828.00/mo.
**	Branch Custodian III	2,002.00/mo.
**	Branch Custodian IV	2,137.00/mo.
	Foreman of Station Laborers	2,048.00/mo.
***	Station Laborer	1,722.00/mo.
	Metal Caretaker	1,810.00/mo.
****	Watchman	Indoor Rate 1,459.00/mo. Outdoor Rate 1,592.00/mo.

* Employees earning more than the above rate of pay prior to February 13, 1986 will be red-circled at their current rate.

** New employees hired after February 13, 1986 will be classified as and receive the rate of pay for Custodial Worker.

*** Station Laborers working in the Water Department prior to February 13, 1986 will remain in the Station Laborer classification. New employees hired at the pumping station facilities after February 13, 1986 will be classified as and receive the rate of Custodial Worker.

**** Rates apply to Watchmen located at Navy Pier and at the three airports.

Appendix "F"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>
	7/1/91
Chief Custodian	\$3,090.00/mo.
Chief Supt. of Custodial Workers	2,685.00/mo.
Supt. of Custodial Workers	2,569.00/mo.
Foreman of Custodial Workers (Ass't. to Chief)	2,141.00/mo.
Foreman of Custodial Workers	2,107.00/mo.
Lead Custodial Worker	1,960.00/mo.
Custodial Worker	1,714.00/mo.

<i>Bargaining Unit Titles</i>		<i>Wage Rates Effective</i>	
		7/1/91	
*	Custodial Worker (part-time)	\$	7.09/hr.
**	Branch Custodian I		1,806.00/mo.
**	Branch Custodian II		1,883.00/mo.
**	Branch Custodian III		2,062.00/mo.
**	Branch Custodian IV		2,201.00/mo.
	Foreman of Station Laborers		2,109.00/mo.
***	Station Laborer		1,774.00/mo.
	Metal Caretaker		1,864.00/mo.
****	Watchman	Indoor Rate	1,503.00/mo.
		Outdoor Rate	1,640.00/mo.

* Employees earning more than the above rate of pay prior to February 13, 1986 will be red-circled at their current rate.

** New employees hired after February 13, 1986 will be classified as and receive the rate of pay for Custodial Worker.

*** Station Laborers working in the Water Department prior to February 13, 1986 will remain in the Station Laborer classification. New employees hired at the Pumping Station Facilities after February 13, 1986 will be classified as and receive the rate of Custodial Worker.

**** Rates apply to Watchmen located at Navy Pier and at the three airports.

Appendix "G".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>
	10/1/91
Chief Custodian	\$3,214.00/mo.
Chief Supt. of Custodial Workers	2,792.00/mo.
Supt. of Custodial Workers	2,672.00/mo.
Foreman of Custodial Workers (Ass't. to Chief)	2,227.00/mo.
Foreman of Custodial Workers	2,191.00/mo.
Lead Custodial Worker	2,038.00/mo.
Custodial Worker	1,783.00/mo.

<i>Bargaining Unit Titles</i>		<i>Wage Rates Effective</i>
		10/1/91
*	Custodial Worker (part-time)	\$ 7.37/hr.
**	Branch Custodian I	1,878.00/mo.
**	Branch Custodian II	1,958.00/mo.
**	Branch Custodian III	2,144.00/mo.
**	Branch Custodian IV	2,289.00/mo.
	Foreman of Station Laborers	2,193.00/mo.
***	Station Laborer	1,845.00/mo.
	Metal Caretaker	1,939.00/mo.
****	Watchman	Indoor Rate 1,563.00/mo. Outdoor Rate 1,706.00/mo.

* Employees earning more than the above rate of pay prior to February 13, 1986 will be red-circled at their current rate.

** New employees hired after February 13, 1986 will be classified as and receive the rate of pay for Custodial Worker.

*** Station Laborers working in the Water Department prior to February 13, 1986 will remain in the Station Laborer classification. New employees hired at the Pumping Station Facilities after February 13, 1986 will be classified as and receive the rate of Custodial Worker.

**** Rates apply to Watchmen located at Navy Pier and at the three airports.

*Exhibit "A".**City Of Chicago Tuition Reimbursement Policy.*

General Purpose: To increase the effectiveness of City services to the citizens of Chicago by encouraging the personal development of City employees through education and training, as well as to prepare employees for advancement.

- I. Effective Date: This policy is effective June 1, 1981. Reimbursement for any course commencing on or after this date will be subject to this policy statement.

- II. Eligibility Requirements:
 - A. Applicants:
 1. Applicants must be City employees currently on a City payroll. Board of Education and employees of other governmental agencies are not eligible for this program.
 2. Applicants must be full-time (a minimum of 35 hours a week) or part-time (more than 17-1/2 but less than 35 hours a week) employees. Emergency appointments, seasonal employees, Student-As-Trainees and other student employees are not eligible.

 - B. Educational and Vocational/Technical Institutions:
 1. Applicant's school of enrollment must offer resident classroom instruction and be chartered by and reside within the State of Illinois.
 2. Colleges and universities must be accredited by the North Central Association of Colleges and Secondary Schools.
 3. Technical/vocational institutions must be licensed by the State of Illinois or the Commission of the National Association of Trade and Technical Schools.

4. Courses offered at schools not so accredited may be approved by the Department of Personnel, if such courses have been authorized by a licensing board and/or professional association.

C. Course of Study:

Courses of study must be related to the employee's current work or probable future work with the City of Chicago.

III. Conditions And Limitations On Reimbursement:

- A. Reimbursement is limited to two courses per term.
- B. Reimbursement is for tuition only: cost for books, lab fees, late penalties, supplies and other special fees are not reimbursable.
- C. Reimbursement will be limited by the amount of financial aid the employee receives from other sources.
- D. Tuition fees paid to any City College of Chicago will not be reimbursed.
- E. Reimbursement will be based on available funds.
- F. The application must be approved by the employee's Department Head or designated authority and by the Department of Personnel.
- G. All applications must be submitted to the Department of Personnel within thirty (30) days after the date classes begin.
- H. In the case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Personnel prior to the date of the seminar.
- I. The timely reimbursement of tuition to the employee is dependent upon the earliest of applications, Release of Financial Aid Information forms, original grade reports and original receipts of payment by the Department of Personnel. Carbon, photostatic, or Xerox copies will not be accepted.
- J. Employees expecting late final grade(s) or for some other reason wishing to hold open their reimbursement request must promptly notify the Department of Personnel. Unless this procedure is followed, reimbursement will not be paid.

IV. Application Procedure:

A. Undergraduate Student:

1. Complete two (2) copies of the Tuition Reimbursement Application form (PER-50).
2. Complete one (1) copy of the Release of Financial Aid Information form (PER-51).
3. Immediately send one (1) copy of the PER-50 form, without the departmental signatures, and the PER-51 form to the Department of Personnel, Staff and Organization Development, City Hall, Room 1100.
4. Send the second copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature. When the second copy is received by the Department of Personnel, the application will be reviewed and the applicant will be notified of its approval or disapproval.

B. Graduate and Vocational/Technical Students:

1. Complete steps A(1) through A(4) as above.
2. Prepare a letter of explanation to the Commissioner of Personnel, describing how your course of study is related to your present or future job duties. This letter is to be signed by the Department Head or designated representative and submitted with the second copy of the PER-50 to the Department of Personnel. Only one letter needs to be on file during your course of study.

C. Work-Related Seminar Participants:

1. Complete two (2) copies of the PER-50 form.
2. Immediately send one (1) copy of the PER-50 form without the departmental signatures to the Department of Personnel.
3. Send the second copy of the PER-50 form through your Department to secure the Department Head's or designated representative's signature.

4. Complete step B2. The letter requested in this Step must be approved prior to the the start of the seminar.

V. Reimbursement Rates: Reimbursement is based on grade and granted on the following basis upon submission of original grade reports and original receipts of payment to the Department of Personnel. The rates are as follows:

A. Undergraduate School:

1. Grade "A": Full time -- 100%; Part time -- 50%
2. Grades "B" and "C": Full time -- 57%; Part time -- 37-1/2%

B. Graduate and Professional School:

1. Grade "A": Full time -- 100%; Part time -- 50%
2. Grade "B": Full time -- 75%; Part time -- 37-1/2%

(Grades of "C" are Not reimbursable at this level of study.)

C. Grade of "Pass" in a course graded on a Pass/Fail basis:

Full time -- 75%; Part time -- 37-1/2%

D. Work-related seminars are reimbursed for the registration fee only.

VI. Failure to comply with this policy will result in the disapproval of the application and non-payment of reimbursement. The Department of Personnel will, in all cases, exercise the final judgment as to whether or not reimbursement will be granted and, if so, the amount of reimbursement.

The Department of Personnel will administer the tuition reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

(Published by the Authority of the City Council of the City of Chicago)

COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting--Wednesday, December 21, 1988

at 10:00 A.M.

(Council Chamber--City Hall--Chicago, Illinois)

OFFICIAL RECORD.

VOLUME II

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

**Continued from Volume I
(page 22866)**

RATIFICATION AND EXECUTION OF COLLECTIVE
BARGAINING AGREEMENT WITH SEAFARERS
INTERNATIONAL UNION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Seafarers International Union.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Seafarers International Union, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago
Agreement With
Seafarers International Union.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Seafarers International Union (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining, certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Deck Hand

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classification, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color,

religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective date; provided however, if the effective date of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later date.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 7:30 A.M. and end at 3:30 P.M., as directed by the Employer.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request or discussion with the Union.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday.

b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime, except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

Continuous Service As Of July 1

Vacation

Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate Of Pay.

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to April 9, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired

after April 9, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely,

seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to April 9, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority, shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after April 9, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other

applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a said leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period,

and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days

or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits

set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

Step 4.

If the matter is not settled in 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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.

- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at the Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee in writing and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees

involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonable. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness; or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Deck Hand is on vacation, a Marine Pilot shall not be assigned as a replacement Deck Hand. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. 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 in the Department.

"Seniority" shall mean, for purposes of this section, the employee's continuous service in the job title (time-in-title).

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement:

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this agreement shall expire on such 31st day of December unless both parties agree to extend this agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Title</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Deck Hand	\$18.18	\$18.63			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL UNION NUMBER 25.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Service Employees International Union, Local Union Number 25.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Service Employees International Union, Local Union Number 25, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Service Employees International Union

Local Union Number 25.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Service Employees International Union, Local Union Number 25 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining, certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Elevator Operator

Elevator Starter

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1

Effective on the following dates all employees on the payroll on the following dates shall receive the following increases in their pay:

- A. Full-time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.
- B. In 1988, a 1% increase will be granted to employees, effective July 1, 1988.
- C. In 1989, a 3% increase will be granted to employees, effective July 1, 1989.

- D. In 1990, a 2% increase will be granted to employees, effective July 1, 1990, and a 2.5% increase effective October 1, 1990.
- E. In 1991, a 3% increase will be granted to employees, effective July 1, 1991 and a 4% increase effective October 1, 1991.

The basic wage and salary schedules for job classifications covered by this Agreement are appended hereto as Appendix A.

Section 4.2

Any employee covered by this Agreement who is directed or permitted to perform substantially all of the duties of a higher classification for more than 30 days shall be paid at the higher rate.

Section 4.3 Reporting Pay.

When salaried employees report for work and are unable to start work due to circumstances beyond their control, they shall not suffer any loss of pay provided they remain on the premises ready to work, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.

Section 4.4 Call-In Pay.

Employees called in for work outside his regular working hours shall be compensated for not less than 4 hours at their regular rate, except for reasons beyond the Employer's control.

Article 5.

The Workweek.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and 2 consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

Work shifts begin as follows:

First Shift	6:00 A.M. -- 7:30 P.M.
Second Shift	2:00 P.M.
Third Shift	10:00 P.M.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 5.2 Overtime.

All work performed in excess of forty (40) hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular workweek; or on the sixth day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek or the seventh consecutive day worked, shall be paid for at 2 times the regular hourly rate of pay. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the

opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Article 6.

Holidays.

Section 6.1

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

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

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the fulltime employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time

accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such day(s) off shall be scheduled pursuant to Section 7.6. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such day(s) so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such day(s) shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely,

seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other

applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Filling Of Vacancies.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of

such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of the Agreement. This provision will not affect any accumulated sick leave such employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for a leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leaves.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

*Article 11.**Discipline And Grievance/Arbitration.*

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

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, 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 may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

Step 4.

If the matter is not settled in 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, Step III.

Section 11.3 Grievances And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written Agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the department head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to

instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in any amount certified by the Union, and shall remit such deductions on a quarterly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court or other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted.

It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if an Elevator Operator is on vacation, a Clerk shall not be assigned as a replacement Elevator Operator. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Transfers.

A. Within The Same Department.

The Employer may permit, within its discretion, an employee to transfer within the department, within the same job classification, where there is no increase in pay. If the Employer so permits, and there is more than one employee requesting transfer, the most senior employee (time-in-title) who has the then present ability to perform the job to the Employer's satisfaction, without further training will be permitted to transfer.

B. Between Departments.

The current practice in regard to transfer between departments will continue, provided that both department heads are in agreement.

Section 14.8 Just Cause Standard.

No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

Section 14.9 File Inspection.

The Employer's personnel files and disciplinary history files relating to any employee, upon due notice, shall be open and available for inspection by the affected employee during regular business hours except for information which the Employer deems confidential.

Section 14.10 Limitation On Use Of File Material.

It is agreed that any material and/or matter not available for inspection, as provided for in Section 14.9 above, shall not be used in any manner or any forum adverse to the employee's interests.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained shall not be used against the employee in any future proceedings.

Any record of discipline may be used for a period of time not to exceed three (3) years and shall thereafter not be used to support or as evidence of adverse employment action, unless a pattern of sustained infraction exists.

Section 14.11 Subcontracting.

The Employer will attempt to have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy. Prior to subcontracting bargaining unit work, the Employer shall give notice of such contemplated action at least 30 days prior to entering into a subcontract.

The notice shall be in writing and shall contain the name and address of the party who will perform the work a description of the work to be performed, any contemplated impact on bargaining unit employees, and any other relevant data to enable the Union to discuss with the Employer alternatives to such action.

Upon request, the Employer shall meet with the Union within three (3) days of receipt of such request.

If bargaining unit employees would be laid off by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal rated permanent jobs the Employer has declared to be vacant in the department, or other departments, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work.

Prior to the subcontracting work, the Employer, the Union, and the proposed subcontractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the subcontractor hire laid off employees.

Article 15.

Layoffs And Reemployment.

Section 15.1 Notice Of Layoffs.

When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall notify the Union and the employees affected no later than fourteen (14) days prior to such layoff, except where layoffs result from a sudden emergency beyond the control of the Employer and/or as a result of action by the City Council, such notice shall be given to the Union and the employees as soon as the Employer has the knowledge thereof. The Employer will provide the Union the names of all employees to be laid off prior to the layoff.

Section 15.2 Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department, and further provided, the layoff does not have a negative effect on the Employer's effort to ensure equal employment opportunities. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Section 15.3 Hiring During Layoff.

No employee may be hired to perform duties normally performed by a laid off employee while employees are laid off.

Section 15.4 Recall.

Employees shall be recalled in the reverse order they were laid off, subject to the same provisos.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding

police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of November, 1988.

[Signature forms omitted for printing purposes.]

[Appendix "A" attached to this agreement printed on
page 22927 of this Journal.]

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION,
LOCAL 73.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Sheet Metal Workers' International Association, Local 73.

(Continued on page 22928)

Appendix A

<u>Bargaining Unit Titles</u>	<u>Wage Rates Effective:</u>						
	<u>1-1-88</u>	<u>7-1-88</u>	<u>7-1-89</u>	<u>7-1-90</u>	<u>10/1/90</u>	<u>7/1/91</u>	<u>10/1/91</u>
Elevator Operator	\$1,571/mo.	\$1,587/mo.	\$1,634/mo.	\$1,667/mo.	\$1,709/mo.	\$1,760/mo.	\$1,830/mo.
Elevator Starter	\$1,630/mo.	\$1,646/mo.	\$1,696/mo.	\$1,733/mo.	\$1,773/mo.	\$1,826/mo.	\$1,899/mo.

(Continued from page 22926)

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Sheet Metal Workers' International Association, Local 73, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Sheet Metal Workers' International Association

Local 73.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Sheet Metal Workers' International Association, Local 73 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining, certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Ventilation And Furnace Inspector

Supervising Ventilation And Furnace Inspector

Assistant Chief Ventilation And Furnace Inspector

Sheet Metal Worker

Foreman Of Sheet Metal Workers

General Foreman Of Sheet Metal Workers

Sign Hanger

Foreman Of Sign Hangers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1(a) Prevailing Wage Rates.

As specified in Section 4.1(b) below, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.1(b) Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1(a) shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1(a) above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.1(c) Inspectors.

Inspectors employed under this Agreement shall receive the Foreman's rate of pay provided for in the Agreement referred to in Section 4.1(a) and 4.1(b) above, except as specified in Section 4.1(d).

Section 4.1(d)

The Assistant Chief Ventilation and Furnace Inspector will receive 50¢ per hour more than the General Foreman in accordance with the provisions of Sections 4.1(a) and (b) and as set forth in Appendix A attached hereto.

Section 4.2

New Sign Hangers who are without appropriate experience shall be compensated according to the following schedule:

1st 6 months of satisfactory service	60% of Journeyman Sign Hanger rate.
2nd 6 months of satisfactory service	65% of Journeyman Sign Hanger rate.
3rd 6 months of satisfactory service	70% of Journeyman Sign Hanger rate.
4th 6 months of satisfactory service	75% of Journeyman Sign Hanger rate.
5th 6 months of satisfactory service	80% of Journeyman Sign Hanger rate.
6th 6 months of satisfactory service	90% of Journeyman Sign Hanger rate.
Thereafter	100% of Journeyman Sign Hanger rate.

Article 5.

Hours Of Work.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days, Monday through Friday, and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M., except where different hours are currently in effect.

Section 5.2 Overtime.

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absences; shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first two hours of overtime worked; all other overtime work shall be paid for at two (2) times the regular straight time hourly rate of pay.

Work performed on Saturday, when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first eight hours of overtime work; all other overtime work shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day

10. Christmas Day

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period, the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed one hundred twenty (120) calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986, who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986, who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees, and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full

hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the

Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

Step 4.

If the matter is not settled in 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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, the employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.

- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

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

the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss

the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Sheet Metal Worker is on vacation, a Plumber shall not be assigned as a

replacement Sheet Metal Worker. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoff And Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the Department 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.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off, subject to the same provisos.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination day or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 11th day of November, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Sheet Metal Worker	\$19.50/hr.	\$19.90/hr.			
Foreman of Sheet Metal Workers	20.55/hr.	21.20/hr.			
General Foreman of Sheet Metal Workers	3,649/mo.	3,761.33/mo.			
Ventilation and Furnace Inspector	3,562/mo.	3,674.66/mo.			
Supervising Ventilation and Furnace Inspector	3,649/mo.	3,761.33/mo.			

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Assistant Chief Ventilation and Furnace Inspector	\$3,561/mo.	\$3,848/mo.			
	1/1/88	10/1/88	10/1/89	10/1/90	10/1/91
Sign Hanger	\$15.72/hr.	\$16.12/hr.	\$16.47/hr.		
Foreman of Sign Hangers	16.22/hr.	16.62/hr.	16.97/hr.		

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH SIGN AND PICTORIAL PAINTERS
UNION, LOCAL 830.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Sign and Pictorial Painters Union, Local 830.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Sign and Pictorial Painters Union -- Local 830, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Sign And Pictorial Painters Union.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Sign and Pictorial Painters Union -- Local 830 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Sign Painter Helper

Sign Painter

Foreman, Sign Shop

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective October 1, 1988 employees covered by this Agreement, except those specified in Section 4.3 below, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective October 1, 1988, October 1, 1989, October 1, 1990 and October 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective October of each year covered by this

Agreement are not established at the October effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than October of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.3 Hire Rate(s).

Employees hired after February 13, 1986 who are performing the duties in the job classifications listed in Appendix B shall receive the hourly rate of pay set forth in Appendix B for the term of this Agreement.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive 8-hour days, Monday through Friday, and two (2) consecutive days off, Saturday and Sunday.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin between 8:00 A.M. to 4:30 P.M., except where different hours are currently in effect.

Section 5.2 Overtime.

Overtime and premium pay for employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part

of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Good Friday

5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or

Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken times 8 hours per day, times the number of days' vacation to which the employee is

entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted),

father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence; provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

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, 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 may request in writing to the department head for review of the said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, the employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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, setting forth the

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the

fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or

their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Sign Painter is on vacation, a Clerk shall not be assigned as a replacement Sign Painter. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall

not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs And Recall.

Section 15.1 Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification at the work location 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 at the work location.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

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

Employees shall be recalled in the reverse order they were laid off.

Section 15.2 Notice Of Layoff.

The Union and employees (except probationary employees with less than 90 days of service) shall be provided with at least 14 days advance notice of layoff, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforcibility shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of

entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter,

it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination day of anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of November, 1988.

[Signature forms omitted for printing purposes.]

Appendices "A" and "B" attached to this agreement read as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	10/1/88	10/1/89	10/1/90	10/1/91
Foreman, Sign Shop*	\$17.70/hr.	\$17.70/hr.			
Sign Painter	14.89/hr.	15.29/hr.			
Sign Painter Helper	13.79/hr.	14.19/hr.			

* The employee in this bargaining unit title prior to February 13, 1986 will be red-circled at his current rate of pay.

Appendix "B".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	10/1/88	10/1/89	10/1/90	10/1/91
Foreman, Sign Shop	\$16.75/hr.	\$17.20/hr.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH SPRINKLER FITTERS AND
APPRENTICES UNION, LOCAL
NUMBER 281.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Sprinkler Fitters and Apprentices Union, Local Number 281.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Local 281, Sprinkler Fitters and Apprentices Union, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

Sprinkler Fitters And Apprentices Union

Local Number 281.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and Local Number 281, Sprinkler Fitters and Apprentices Union (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classification:

Sprinkler Fitter

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classification, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and

nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the

respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. as determined by the Employer. The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday or Sunday as such when Saturday and Sunday are not part of the employee's regular workweek; or on the sixth or seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday

6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 or more years	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacations.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority, shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other

employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer

does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

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, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

Step 4.

If the matter is not settled in 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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by the Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any Step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the

fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification, or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or

their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Sprinkler is on vacation, a Carpenter shall not be assigned as a replacement Sprinkler. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall

not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Section 15.1 Layoffs/Recall.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department 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 in the department. "Seniority" shall mean, for purposes of this section, the employee's continuous service in bargaining unit title(s).

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination day of anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 9th day of November, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Sprinkler Fitter	\$20.10/hr.	\$20.90/hr.			

**RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
 AGREEMENT WITH STATE AND MUNICIPAL TEAMSTERS,
 CHAUFFEURS AND HELPERS UNION,
 LOCAL 726.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schultor, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

State And Municipal Teamsters, Chauffeurs And

Helpers Union

Local 726.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Motor Truck Driver

Motor Truck Driver -- (Operating Sweeper, Tow Truck
Or Dead Animal Truck)

Motor Truck Driver -- (Operating Dual Purpose
Equipment, Five-Axle, Or Tractor Trailer
Unit)

Motor Truck Driver -- (Assigned To Water Department
Water Meter And Water Collection Units)

Motor Truck Driver -- Streets And Sanitation/Aviation

Motor Truck Driver -- Tire Repairer

Equipment Dispatcher

Equipment Training Specialist

Foreman Of Motor Truck Drivers

General Foreman Of Motor Truck Drivers

Garage Attendant

Garage Attendant I/C

Automotive Parts Man

Automotive Parts Man I/C

Chauffeur

Chauffeur-Boot Program

Supervising Chauffeur

Supervising Chauffeur-Boot Program

Airport Ground Transportation Monitor

Attendant -- O'Hare Parking

Airport Terminal Monitor

Cashier -- O'Hare Parking

Cashier Accounting -- O'Hare Parking

Cashier -- Midway Parking

Supervising Attendant -- O'Hare Parking

Supervising Cashier -- O'Hare Parking

Skyway Serviceman

Skyway Maintenance Man

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages And Allowances.

Section 4.1

Employees, where there has not been an agreement to the contrary, shall be paid the hourly wage rate negotiated by Local 731, International Brotherhood of Teamsters, in its area-wide collective bargaining agreement with Excavator companies, then in effect on July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, in accordance with the Employer's past practice.

Section 4.2

Employees referred to in items A through E below are defined as Garage Attendants, Chauffeurs, and Automotive Parts Men hired since February 13, 1986 as well as

Chauffeurs -- Boot Program, Supervising Chauffeurs -- Boot Program, Attendant -- O'Hare Parking, Airport Terminal Monitor, Airport Ground Transportation Monitor, Cashier -- O'Hare Parking, Cashier Accounting -- O'Hare Parking, Cashier -- Midway Parking, Supervising Cashier -- O'Hare Parking, Equipment Training Specialist, Skyway Maintenance Man and Skyway Serviceman.

- A. Full-time employees on the payroll on January 1, 1988 who remain actively employed or who retire, voluntarily resign or are deceased prior to July 1, 1988 will receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.
- B. In 1988, a 1% increase will be granted to employees, effective July 1, 1988.
- C. In 1989, a 3% increase will be granted to employees, effective July 1, 1989.
- D. In 1990, a 2% increase will be granted to employees effective July 1, 1990, and a 2.5% increase effective October 1, 1990.
- E. In 1991, a 3% increase will be granted to employees effective July 1, 1991 and a 4% increase effective October 1, 1991. The basic wage and salary schedules for job classification covered by this Agreement are appended hereto as Exhibits A, B, C, D, E, F, G, H, I and J.

Section 4.3

Full time employees in the titles of Garage Attendant, Garage Attendant I/C, Automotive Parts Man, Automotive Parts Man I/C, Chauffeur and Supervising Chauffeur hired prior to February 13, 1986 on the payroll on January 1, 1988 who remain actively employed or who retire, voluntarily resign or are deceased prior to July 1, 1988 will receive a lump sum payment of \$325 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees Annuity and Benefit will not be made relative to this lump sum payment.

The "red-circled" rates for employees described above shall be as follows:

- A. In 1989, a 40 cents/hour increase will be granted to employees, effective July 1, 1989.
- B. In 1990, a 20 cents/hour increase will be granted to employees, effective July 1, 1990, and an additional 20 cents/hour increase effective October 1, 1990.
- C. In 1991, a 35 cents/hour increase will be granted to employees, effective July 1, 1991.

It is agreed that, while there are Garage Attendants, Automotive Parts Men and Chauffeurs paid at the "red-circled" rate, the rate of pay for Garage Attendant I/C, Automotive Parts Man I/C and Supervising Chauffeur shall be 65 cents/hour over the "red-circled" rate for Garage Attendants, Automotive Parts Man and Chauffeur.

Section 4.4 Reporting Pay.

Employees who report for work as scheduled or assigned shall receive a minimum of 2 hours pay, where the employees have not been told at least 3 hours prior to the employee's starting time not to report for work, except for reasons beyond the Employer's control.

Section 4.5 Call-In Pay.

Employees called in for work outside their regular working hours shall be compensated for not less than 4 hours at the applicable rate, except for reasons beyond the Employer's control.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Secretary-Treasurer or the President of the Union of these exceptions. For shift positions requiring a seven (7) day continuous operation, the workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting times of employees are contained in Exhibit K. The Employer may change the time of its workday (Exhibit K) or workweek in case of an emergency or an unforeseen situation with reasonable notice to and upon request, discussion with the Union.

The Departments of Streets and Sanitation and Aviation will continue the past practice, where applicable, of beginning the normal work shift one hour earlier during the period July 1 through Labor Day due to "heat" or temperature conditions commonly known as the "heat program".

Section 5.2 Overtime.

All work performed prior to the start of the regular shift on a regularly scheduled workday and workweek shall be paid for at one and one-half times the regular straight time rate of pay. All work performed after eight hours worked in any 24 hour period should be considered overtime and paid for at the rate of one and one-half time the regular straight time rate provided the employee completes the normal workweek or is absent with the Employer's permission.

All work performed on Saturday, when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the job classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training.

A reasonable amount of overtime shall be a condition of continued employment. In the event there are not sufficient volunteers who accept such offers of overtime, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

(c) The Employer may utilize employees from other work locations to equalize overtime distribution within the department, as feasible over a reasonable period of time. If the Union believes there exists a catastrophic situation or an excess amount of overtime over an extended period of time at a work location, the Union will so notify the Director of Labor Relations. The Employer will meet with the Union as soon as possible, but in no event later than 72 hours, to discuss methods of equalizing overtime within the department.

*Article 6.**Holidays.***Section 6.1**

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

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

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday

6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on a paid holiday under this Agreement, except for Christmas, New Year's Day, and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two and one-half (2-1/2) times his/her regular hourly rate (which includes holiday pay) for all hours worked.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday shall be paid at the rate of two (2) times his/her regular hourly rate (which includes holiday pay) for all hours worked plus 8 hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

Section 6.3 Determining Workdays As Holidays.

A holiday is the calendar day running from midnight to midnight. An employee whose workday extends over parts of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday.

Section 6.4 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.5 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

For employees whose regularly scheduled workweek includes Saturday and/or Sunday, whenever said holiday falls on an employee's normal day off the Employee shall be granted another day off with pay. The Department Head shall grant an employee's request for another day off on the basis of seniority among the employees who normally perform the work and make their requests on the same day, provided however, that the Department Head shall retain the right to determine the number and scheduling of employees at any one time without hindering the operation of the Department.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid, such as receiving pay for sick days.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 or more years	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority (time-in-title city-wide), provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired

after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time, as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave; absences due to suspension; or unpaid personal leaves of absence for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved full-time Union representative leaves, approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 8.6 Seasonal 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 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 months of said seasonal service during the 1984 -- 1985 winter season, or (b) five 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 desired to return to work and shall be available to report for employment within 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 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 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.

Section 8.7

When the Employer declares a vacancy for full-time Motor Truck Drivers, seasonal Motor Truck Driver employees who apply and who have recall rights under Section 8.6 of this Agreement, shall be given preference for hire over non-employees, provided they have then present ability to perform the work to the Employer's satisfaction without further training. When equally qualified, ties between employees will be broken by seniority.

Section 8.8 Filling Of Vacancies.

Employees within a Department who desire a change in shift, day off group or work location of their job assignment shall request such change in writing on the Employer's form. When filling a vacancy, the Employer shall select the most senior (time-in-title) employee in the job classification in the Department who has such a request on file, provided the employee has the present ability to perform the required work without further training.

Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

When filling a vacancy and where no such requests are on file, the Employer shall post the job for bid. A copy of the posting shall be provided to the Union no later than the first day of posting.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee of those applying who has the greatest ability to fill the needs determined by the Employer with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluation, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

Section 8.9 Balancing The Workforce.

The Employer's movement of employees from one location, shift or day off schedule to another shall not be deemed a permanent vacancy if there is not a net increase in the number of employees in the affected classification(s) in the affected locations, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift or day off schedule and reassign them to another location, shift or day off schedule, the Employer shall seek volunteers among the employees in the affected job classifications, provided that the volunteers have the present ability to perform the required work without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority provided the employees have the present ability to perform the required work without further training.

Section 8.10 Acting In A Higher-Rated Job.

An employee who is directed to and performs and who is held accountable for substantially all of the duties and responsibilities of a higher-rated job shall be paid at the higher rate, retroactive to the first day of the assignment. The Employer shall not require the performance of the duties in the higher-rated job for a period of more than ninety (90)

days, except where a regular incumbent is on leave or absence, in which case it shall be six months. Such time limits may be extended by mutual agreement of the parties.

If the Employer continues to require the performance of the duties of the higher-rated job beyond this time limit, the Employer shall post and fill the job as a permanent vacancy pursuant to Section 8.8.

Article 9.

*Group Health, Vision Care, Dental, Life
And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees, and their eligible dependents.

Effective upon ratification of this Agreement, or implementation of the medical care plan for this unit, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self- insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave such employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made once a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1 Discipline.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

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 in accordance with said boards' rules.

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 conveniently 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.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearings, provided that said employee shall be guaranteed, upon a request, a full hearing before said Board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period, (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, the Employer shall conduct a meeting with the Union and employee. Thereafter, discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreements of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, the employee may submit the grievance in letter form within twelve (12) working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head/or the Department Head's designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to

arbitration unless corrected within two (2) working days of notice of failure to post.

- B. The Department Head or the Department Head designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives 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 to this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.

The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives.

The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes-No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or

group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in any amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court or other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3, and 13.4 of this article, or in reliance on any any list, notice, certification, or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Secretary-Treasurer or the President of the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted or on a monthly or quarterly basis as directed by the Union under terms and procedures as shall be agreed upon in negotiations between the Employer and Union. It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Secretary-Treasurer or the President of the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union will not perform the work of said employees. For example, if a Motor Truck Driver is on vacation, a Plumber shall not be assigned as a replacement Motor Truck Driver. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the

Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Bulletin Boards.

The Union shall have the right to bulletin board space at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on the bulletin boards.

Section 14.7 Information To Union.

The Employer will provide to the Secretary-Treasurer or the President of the Union on a monthly basis a bargaining unit report of current active employees, which list shall include the employee's name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Secretary-Treasurer or the President of the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which includes promotions and demotion); and deaths.

Section 14.8 Volunteer Work.

There shall be no volunteer unit work (without pay) except for civic City parades.

Section 14.9 Transfers Between Departments.

The current practice in regard to transfer between departments will continue, provided that both Department Heads are in agreement.

Section 14.10

The Employer will continue its past practice of having two (2) operators on big tow trucks (wrecker equipment), except when the assignment is geographically nearby, in which event, one operator may be used on the assignment provided the assignment is not so inherently dangerous to the employee that it could cause death or serious physical harm.

Section 14.11 Labor-Management Committee.

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Employer shall each designate not more than two (2) representatives to a labor-management committee for this purpose. The Director of Labor Relations shall be sent a written agenda by the Union for any meeting 7 days prior to said meeting.

Article 15.

Layoffs And Recall.

Section 15.1 Order Of Layoffs.

Probationary employees with more than 90 days of service shall be laid off first. 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. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title) city-wide.

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

Section 15.2 Recall.

Employees shall be recalled in the reverse order of lay off.

Article 16.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Representatives.

The Union will advise the Employer in writing, of the names of the representatives in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Representatives will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Representatives shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the representatives to engage in such activities.

Employees acting as representatives shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of representatives from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subjected to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

It is further agreed that any improvements in holidays, vacations, sick leave for salaried employees, group health, vision care, dental, life and accident benefits, bereavement pay and jury duty leave granted to the majority of other employees of the Employer during the term of this Agreement shall also be granted to the employees represented by the Union coming under this Agreement.

*Article 19.**Term Of Agreement.*

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If such notice is given, the parties shall meet promptly to negotiate a new Agreement.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 10th day of November, 1988.

[Signature forms omitted for printing purposes.]

[Exhibits "B" through "J" attached to this agreement
printed on pages 23061 through 23069 of this
Journal.]

Exhibits "A" and "K" attached to this agreement read as follows:

Exhibit "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Motor Truck Driver	\$15.55/hr.	\$16.05/hr.			
Motor Truck Driver (When operating Sweeper, Tow Truck or Dead Animal Truck)	15.80/hr.	16.30/hr.			

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Motor Truck Driver (When operating dual purpose five- axle or tractor- trailer unit or clam)	\$16.00/hr.	\$16.50/hr.			
Motor Truck Driver Streets and Sanitation/ Aviation	15.55/hr.	16.05/hr.			
Motor Truck Driver/ Tire Repairer	---	16.30/hr.			
Equipment Dispatcher	15.55/hr.	16.05/hr.			
Foreman of Motor - Truck Drivers	16.20/hr.	16.70/hr.			
General Foreman of Motor Truck Drivers	16.85/hr.	17.35/hr.			

Exhibit "K".

Scheduled Start Times.

Department of Streets and Sanitation

Bureau of:

Sanitation	(Reg.)	7:00 A.M. -- 3:30 P.M.
	(Relay)	6:00 P.M. -- 3:30 P.M.
	(Summer Hrs.)	6:00 A.M. -- 2:30 P.M.
Labor (LAB)	(Reg.)	7:00 A.M. -- 3:30 P.M.
	(Wash and Lots)	6:00 P.M. -- 11:00 P.M.
	(Summer Hrs.)	6:00 A.M. -- 2:30 P.M.
Forestry	(Reg.)	7:00 A.M. -- 3:30 P.M.
	(Emergency Crew)	8:00 A.M.
	(Summer Hrs.)	6:00 A.M. -- 2:30 P.M.
Rodent Control		7:00 A.M. -- 3:30 P.M.
Electricity		7:00 A.M. -- 3:30 P.M.
Light Repair and Lamp Maintenance		7:00 A.M. -- 3:30 P.M. 4:00 P.M. -- 12:30 A.M.
Streets	(Summer Hrs.)	7:00 A.M. -- 3:30 P.M. 8:00 A.M. -- 4:30 P.M.
Street Operations		7:00 A.M. -- 3:30 P.M.
Traffic Division		7:00 A.M. -- 3:30 P.M.
	(Lake Shore Drive)	8:00 A.M. -- 4:00 P.M. 4:00 P.M. -- 12:00 P.M. 12:00 A.M. -- 8:00 A.M.

Tow Trucks	(Immediates)	7:00 A.M. -- 3:00 P.M. -- 6 days
	(Immediates)	3:00 P.M. -- 11:00 P.M. -- on 2
	(Immediates)	11:00 P.M. -- 7:00 A.M. -- days off
	(Abandons)	7:00 A.M. -- 3:30 P.M.

Loop Area		6:00 A.M., 7:00 A.M., 10:00 A.M.
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Radio Room/Communications		7:00 A.M. -- 3:00 P.M.
		3:00 P.M. -- 11:00 P.M.
		11:00 P.M. -- 7:00 A.M. (49 days, 7 weeks)

Department of General Services

Fleet Administration

Gas Men (Garage Attendants or MTDs)		5:30 A.M. -- 2:00 P.M. (1 man)
		7:00 A.M. -- 3:30 P.M.
		3:00 P.M. -- 11:00 P.M.
		11:00 P.M. -- 7:00 A.M.

Motor Truck Drivers		6:00 A.M. -- 3:30 P.M. (2 men)
		7:00 A.M. -- 3:30 P.M.
		3:00 P.M. -- 11:00 P.M.

Garage Attendants	(1 man cleanup)	1:00 A.M. -- 9:00 A.M.
	(1 man cleanup)	3:30 P.M. -- 11:30 P.M.
		7:00 A.M. -- 3:30 P.M.

		3:00 P.M. -- 11:00 P.M.
Auto Partsman		7:00 A.M. -- 3:30 P.M.
		3:00 P.M. -- 11:30 P.M.
Dispatchers	(1 man)	6:00 A.M. -- 2:30 P.M.
	(1 man)	6:00 A.M. -- 3:30 P.M.
	(2 men)	7:00 A.M. -- 3:30 P.M.
	(1 man)	3:00 P.M. -- 11:30 P.M.
	(1 man)	11:00 P.M. -- 7:00 A.M.
	Split Shift M-T	3:00 P.M. -- 11:00 P.M.
	Split Shift W-T	11:00 P.M. -- 7:00 A.M.
	(1 man/Sun.)	7:00 A.M. -- 3:00 P.M.
Revenue		
	(Boot Program)	6:00 A.M. -- 2:30 P.M.
		8:30 A.M. -- 5:00 P.M.
Chicago Skyway		
	Maintenancemen	7:00 A.M. -- 3:30 P.M.
	Servicemen	7:00 A.M. -- 3:00 P.M.
		3:00 P.M. -- 11:00 P.M.
		11:00 P.M. -- 7:00 A.M.
Chicago Public Library		8:00 A.M. -- 4:30 P.M.

Department of Water

Bureau of:

Water Service	8:00 A.M. -- 4:30 P.M.
Water Distribution	
Emergency Crews	8:00 A.M., 4:00 P.M., 12:00 midnight
Hydrant Trucks	8:00 A.M., 4:00 P.M., 12:00 midnight
Construction/Repair Crews	8:00 A.M. -- 4:30 P.M.
Water Operations	
Jardine Water Purification Plant	7:30 A.M. -- 4:00 P.M. (1 man)
South Water Purification Plant	7:30 A.M. -- 4:00 P.M. (1 man)

Department of Sewers

All Divisions	8:00 A.M. -- 4:00 P.M.
Loop Area	6:00 P.M. -- 2:30 A.M.

Department of Public Works

All Bureaus	8:00 A.M.
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Department of Police

Motor Maintenance Division	7:00 A.M. -- 3:30 P.M.
(GIC only)	6:45 A.M. -- 3:15 P.M.
(P.M. Board)	6:30 A.M. -- 3:00 P.M.

Garage Attendant	6:00 A.M. -- 4:00 P.M.
(4 days a week)	4:00 P.M. -- 2:00 A.M.
(Tow Truck)	7:30 A.M. -- 4:00 P.M. (1 man)
Aviation	
Meigs Field:	
	5:00 A.M. -- 1:00 P.M.
(Day Shifts)	6:00 A.M. -- 2:00 P.M.
(Evening Shifts)	2:00 P.M. -- 10:00 P.M.
O'Hare Parking:	Cashiers, Cashier Accounting, T.V. Monitor, Supervising Cashier etc.
	8:00 A.M. -- 4:00 P.M.
	4:00 P.M. -- 12:00 A.M.
	12:00 A.M. -- 8:00 A.M.
O'Hare International Airport	7:00 A.M., 3:00 P.M., 11:00 P.M. (Tows -- 6 Days on, 2 off)
O'Hare Parking -- Garage Attendant	8:00 A.M., 4:00 P.M., 12:00 P.M.
Ground Transportation	6:00 A.M., 2:00 P.M.
Midway Airport	8:00 A.M., 4:00 P.M., 12:00 midnight
Midway Parking	8:00 A.M., 4:00 P.M., 12:00 midnight

EXHIBIT B

Wage Rates Effective:	1/1/88	7/1/88	7/1/89	7/1/90	10/1/90	7/1/91	10/1/91
BARGAINING UNIT TITLES:							
Equipment Training Specialist (Forestry)	\$2822/mo.	\$2850/mo.	\$2935.50/mo.	\$2994/mo.	\$3069/mo.	\$3161/mo.	\$3287.50/mo.
Equipment Training Specialist (MSD)	\$2822/mo.	\$2850/mo.	\$2935.50/mo.	\$2994/mo.	\$3069/mo.	\$3161/mo.	\$3287.50/mo.
*Motor Truck Driver (When assigned to Water Department-Water Meter and Water Collection Units)	\$9.10/hr.	\$9.19/hr.	\$9.47/hr.	\$9.66/hr.	\$9.90/hr.	\$10.20/hr.	\$10.61/hr.
*Garage Attendant	\$9.10/hr.	\$9.19/hr.	\$9.47/hr.	\$9.66/hr.	\$9.90/hr.	\$10.20/hr.	\$10.61/hr.
*Garage Attendant I/C	\$9.75/hr.	\$9.84/hr.	\$10.12/hr.	\$10.31/hr.	\$10.55/hr.	\$10.85/hr.	\$11.26/hr.
*Automotive Parts Man	\$9.10/hr.	\$9.19/hr.	\$9.47/hr.	\$9.66/hr.	\$9.90/hr.	\$10.20/hr.	\$10.61/hr.
*Automotive Parts Man I/C	\$9.75/hr.	\$9.84/hr.	\$10.12/hr.	\$10.31/hr.	\$10.55/hr.	\$10.85/hr.	\$11.26/hr.
*Chauffeur	\$9.10/hr.	\$9.19/hr.	\$9.47/hr.	\$9.66/hr.	\$9.90/hr.	\$10.20/hr.	\$10.61/hr.
*Supervising Chauffeur	\$9.75/hr.	\$9.84/hr.	\$10.12/hr.	\$10.31/hr.	\$10.55/hr.	\$10.85/hr.	\$11.26/hr.
Chauffeur - Boot Program	\$1377/mo.	\$1593/mo.	\$1641.50/mo.	\$1674.50/mo.	\$1716/mo.	\$1760/mo.	\$1839/mo.
Supervising Chauffeur - Boot Program	\$1690/mo.	\$1787/mo.	\$1754/mo.	\$1787/mo.	\$1828.50/mo.	\$1881.50/mo.	\$1951.50/mo.

*Employee in the indicated bargaining unit titles prior to 2/13/86 will be paid the red circled rates.

EXHIBIT C

<u>BARGAINING UNIT TITLES</u>	<u>WAGE RATES EFFECTIVE</u>			<u>"Red Circled Rates"</u>
	<u>1/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	
*Garage Attendant	\$13.95/hr	\$14.35/hr	\$14.55/hr	\$14.75/hr \$15.10/hr
*Garage Attendant I/C	\$14.55/hr	\$15.00/hr	\$15.20/hr	\$15.40/hr \$15.75/hr
*Automotive Parts Man	\$13.95/hr	\$14.35/hr	\$14.55/hr	\$14.75/hr \$15.10/hr
*Automotive Parts Man I/C	\$14.55/hr	\$15.00/hr	\$15.20/hr	\$15.40/hr \$15.75/hr
*Chauffeur	\$14.30/hr	\$14.70/hr	\$14.90/hr	\$15.10/hr \$15.45/hr
*Supervising Chauffeur	\$14.95/hr	\$15.35/hr	\$15.55/hr	\$15.75/hr \$16.10/hr

* Rates for employees in these bargaining unit titles prior to February 13, 1986.

EXHIBIT E

TEAMSTERS LOCAL 726

Effective July 1, 1988

SCHEDULE P

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE	AFTER 1 YR. AT FIRST LONGEVITY STEP	AFTER 1 YR. AT SECOND LONGEVITY STEP	AFTER 1 YR. AT THIRD LONGEVITY STEP	AFTER 1 YR. AT FOURTH LONGEVITY STEP	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE	CONTINUOUS SERVICE
1	ANNUAL	14,016	14,724	15,444	16,212	17,028	17,904	18,792	19,668	20,700	21,732	20,700	20,700	21,732	21,732
	MONTHLY	1,168	1,227	1,287	1,351	1,419	1,492	1,566	1,639	1,725	1,811	1,725	1,725	1,811	
2	ANNUAL	15,444	16,212	17,028	17,904	18,792	19,668	20,700	21,732	22,812	23,940	22,812	22,812	23,940	
	MONTHLY	1,287	1,351	1,419	1,492	1,566	1,639	1,725	1,811	1,901	1,995	1,901	1,901	1,995	
3	ANNUAL	17,028	17,904	18,792	19,668	20,700	21,732	22,812	23,940	25,164	26,448	25,164	25,164	26,448	
	MONTHLY	1,419	1,492	1,566	1,639	1,725	1,811	1,901	1,995	2,097	2,204	2,097	2,097	2,204	
4	ANNUAL	18,792	19,668	20,700	21,732	22,812	23,940	25,164	26,448	27,732	29,136	26,448	27,732	29,136	
	MONTHLY	1,566	1,639	1,725	1,811	1,901	1,995	2,097	2,204	2,311	2,428	2,204	2,311	2,428	

Bargaining Unit Titles

- 1 Attendant-O'Hare Parking Airport Terminal Monitor
- 2 Cashier-O'Hare Parking Cashier-Midway Parking
- 3 Supervising Attendant-O'Hare Parking
- 4 Supervising Cashier-O'Hare Parking

- Cashier-Accounting-O'Hare Parking Airport Ground Transportation Monitor
- Skyway Maintenance Man
- Skyway Serviceman

SCHEDULE P

TEAMSTERS LOCAL 726

EXHIBIT F

Effective July 1, 1989

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP		AFTER 1 YR. AT FIRST		AFTER 1 YR. AT SECOND		AFTER 1 YR. AT THIRD		AFTER 1 YR. AT FORTH	
	MONTHS	NEXT 12 MONTHS	MONTHS	NEXT 12 MONTHS	MONTHS	NEXT 12 MONTHS	BASE RATE	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP
1 ANNUAL	14,436	15,168	15,912	16,704	17,544	18,444	19,356	20,256	21,324	22,380	23,496	24,660	25,920	27,240	28,560	30,012
1 MONTHLY	1,203	1,264	1,326	1,392	1,462	1,537	1,613	1,688	1,777	1,865	1,958	2,055	2,160	2,270	2,380	2,501
2 ANNUAL	15,912	16,704	17,544	18,444	19,356	20,256	21,324	22,380	23,496	24,660	25,920	27,240	28,560	30,012		
2 MONTHLY	1,326	1,392	1,462	1,537	1,613	1,688	1,777	1,865	1,958	2,055	2,160	2,270	2,380	2,501		
3 ANNUAL	17,544	18,444	19,356	20,256	21,324	22,380	23,496	24,660	25,920	27,240	28,560	30,012				
3 MONTHLY	1,462	1,537	1,613	1,688	1,777	1,865	1,958	2,055	2,160	2,270	2,380	2,501				
4 ANNUAL	19,356	20,256	21,324	22,380	23,496	24,660	25,920	27,240	28,560	30,012						
4 MONTHLY	1,613	1,688	1,777	1,865	1,958	2,055	2,160	2,270	2,380	2,501						

Bargaining Unit Titles

- 1 Attendant-O'Hare Parking Airport Terminal Monitor
- 2 Cashier-O'Hare Parking Cashier-Midway Parking
- 3 Supervising Attendant-O'Hare Parking
- 4 Supervising Cashier-O'Hare Parking
- Cashier-Accounting-O'Hare Parking Airport Ground Transportation Monitor
- Skyway Maintenance Man
- Skyway Serviceman

EXHIBIT G

TEAMSTERS LOCAL 726

SCHEDULE P

Effective July 1, 1990

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	RATE NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 30 YRS. CONTINUOUS SERVICE
1 ANNUAL	14,724	15,468	16,236	17,040	17,892	18,816	19,740	20,664	21,756	22,824	23,964	25,152
1 MONTHLY	1,227	1,289	1,353	1,420	1,491	1,568	1,645	1,722	1,813	1,902	1,997	2,096
2 ANNUAL	16,236	17,040	17,892	18,816	19,740	20,664	21,756	22,824	23,964	25,152	26,436	27,780
2 MONTHLY	1,353	1,420	1,491	1,568	1,645	1,722	1,813	1,902	1,997	2,096	2,203	2,315
3 ANNUAL	17,892	18,816	19,740	20,664	21,756	22,824	23,964	25,152	26,436	27,780	29,136	30,612
3 MONTHLY	1,491	1,568	1,645	1,722	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551
4 ANNUAL	19,740	20,664	21,756	22,824	23,964	25,152	26,436	27,780	29,136	30,612	32,160	33,744
4 MONTHLY	1,645	1,722	1,813	1,902	1,997	2,096	2,203	2,315	2,428	2,551	2,674	2,802

Bargaining Unit Titles

- 1 Attendant-O'Hare Parking Airport Terminal Monitor
- 2 Cashier-O'Hare Parking Cashier-Midway Parking
- 3 Supervising Attendant-O'Hare Parking
- 4 Supervising Cashier-O'Hare Parking
- Cashier-Accounting-O'Hare Parking Airport Ground Transportation Monitor
- Skyway Maintenance Man
- Skyway Serviceman

EXHIBIT H

TEAMSTERS LOCAL 726

SCHEDULE P

Effective October 1, 1990

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE NEXT 12 MONTHS	RATE NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE	AFTER 1 YR. LONGEVITY STEP & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE
1	ANNUAL MONTHLY	15,096 1,258	16,644 1,387	17,472 1,456	18,336 1,528	19,284 1,607	20,232 1,686	21,180 1,765	22,296 1,858	23,400 1,950
2	ANNUAL MONTHLY	16,644 1,387	17,472 1,456	18,336 1,528	19,284 1,607	20,232 1,686	21,180 1,765	22,296 1,858	23,400 1,950	24,564 2,047
3	ANNUAL MONTHLY	18,336 1,528	19,284 1,607	20,232 1,686	21,180 1,765	22,296 1,858	23,400 1,950	24,564 2,047	25,776 2,148	27,096 2,258
4	ANNUAL MONTHLY	20,232 1,686	21,180 1,765	22,296 1,858	23,400 1,950	24,564 2,047	25,776 2,148	27,096 2,258	28,476 2,373	29,868 2,489

Bargaining Unit Titles

- 1 Attendant-O'Hare Parking Airport Terminal Monitor
- 2 Cashier-O'Hare Parking Cashier-Midway Parking
- 3 Supervising Attendant-O'Hare Parking
- 4 Supervising Cashier-O'Hare Parking

- Cashier-Accounting-O'Hare Parking Airport Ground Transportation Monitor
- Skyway Maintenance Man Skyway Serviceman

EXHIBIT J

TEAMSTERS LOCAL 726

SCHEDULE P

Effective October 1, 1991

CLASS GRADE	ENTRANCE RATE		INTERMEDIATE RATE		TOP BASE RATE		AFTER 1 YR. AT TOP		AFTER 1 YR. AT FIRST		AFTER 1 YR. AT SECOND		AFTER 1 YR. AT THIRD		AFTER 1 YR. AT FORTH	
	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	BASE RATE	LONGEVITY STEP	6 YRS. CONTINUOUS SERVICE	10 YRS. CONTINUOUS SERVICE	16 YRS. CONTINUOUS SERVICE	20 YRS. CONTINUOUS SERVICE	25 YRS. CONTINUOUS SERVICE	LONGEVITY STEP	LONGEVITY STEP	LONGEVITY STEP
1 ANNUAL	16,176	16,980	17,832	18,720	19,644	20,652	21,672	22,692	23,892	24,912	26,112	27,312	28,512	29,712	30,912	32,112
1 MONTHLY	1,348	1,415	1,486	1,560	1,637	1,721	1,806	1,891	1,991	2,089	2,192	2,292	2,392	2,492	2,592	2,689
2 ANNUAL	17,832	18,720	19,644	20,652	21,672	22,692	23,892	25,068	26,304	27,600	28,928	30,304	31,728	33,200	34,720	36,288
2 MONTHLY	1,486	1,560	1,637	1,721	1,806	1,891	1,991	2,089	2,192	2,300	2,419	2,542	2,670	2,801	2,936	3,076
3 ANNUAL	19,644	20,652	21,672	22,692	23,892	25,068	26,304	27,600	28,928	30,304	31,728	33,200	34,720	36,288	37,912	39,592
3 MONTHLY	1,637	1,721	1,806	1,891	1,991	2,089	2,192	2,300	2,419	2,542	2,670	2,801	2,936	3,076	3,224	3,376
4 ANNUAL	21,672	22,692	23,892	25,068	26,304	27,600	29,028	30,504	32,004	33,528	35,104	36,736	38,416	40,144	41,920	43,744
4 MONTHLY	1,806	1,891	1,991	2,089	2,192	2,300	2,419	2,542	2,667	2,801	2,940	3,084	3,232	3,384	3,540	3,696

Bargaining Unit Titles

- 1 Attendant-O'Hare Parking Airport Terminal Monitor
- 2 Cashier-O'Hare Parking Cashier-Midway Parking
- 3 Supervising Attendant-O'Hare Parking
- 4 Supervising Cashier-O'Hare Parking
- Cashier-Accounting-O'Hare Parking Airport Ground Transportation Monitor
- Skyway Maintenance Man Skyway Serviceman

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH UNITED ORDER OF AMERICAN
BRICKLAYERS AND STONE MASONS,
LOCAL 21.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the United Order of American Bricklayers and Stone Masons, Local 21.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the United Order of American Bricklayers and Stone Masons, Local 21, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the United Order of American Bricklayers and Stone Masons, Local 21 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article I.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Bricklayer

Bricklayer (Sub-Foreman)

Sewer Bricklayer

Sewer Bricklayer (Sub-Foreman)

Foreman Of Sewer Bricklayers

Foreman Of Bricklayers

Mason Inspector

Supervising Mason Inspector
(Supervisor Of Utilities And Construction Inspection)

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of the Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Section 4.3 Inspectors.

Inspectors employed under this Agreement shall receive the Foreman's rate of pay provided for in the Agreement(s) referred to in Sections 4.1 and 4.2 above.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. as determined by the Employer.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not

accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

Article 6.

Holidays.

Section 6.1

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

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

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

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

(c) The benefits set forth in (a) and (b) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)

Continuous Service As Of July 1

Vacation

14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or

leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by seniority in bargaining unit title(s) in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the

Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than 5 years of service at the time of the layoff, or is on layoff for more than 2 years if the employee has 5 or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Duty Disability Leave.

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

Section 10.6 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1(a) Discipline.

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

Section 11.1(b) Discharge.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board, in accordance with the said Board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts,

drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the Board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said

meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties.

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

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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 condition of employment, shall be exclusively settled in the following manner.

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance with the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a

group of employees shall be made applicable to all of the affected employees within that group.

- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work, such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to, sympathy strikes and strikes to protect union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union. In addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Local Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Bricklayer is on vacation, a Carpenter shall not be assigned as a replacement

Bricklayer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or Employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs/Recall.

Section 15.1

Probationary employees with more ninety 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the Department 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 in the department. "Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title in the department of 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.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 13th day of November, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Bricklayer	\$19.26/hr.	\$19.76/hr			
Bricklayer (Sub-Foreman)	19.76/hr.	20.26/hr.			
Sewer Bricklayer	19.26/hr.	19.76/hr.			
Sewer Bricklayer (Sub-Foreman)	19.76/hr.	20.26/hr.			
Foreman of Sewer Bricklayer	20.26/hr.	20.76/hr.			

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Foreman of Bricklayers	\$20.26/hr.	\$20.76/hr.			
Mason Inspector	3,444/mo.	3,529/mo.			
Supervising Mason Inspector (Supervisor of Utilities and Construction Inspection)	3,614/mo.	3,699/mo.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED WORKERS,
LOCAL 11.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the United Union of Roofers, Waterproofers and Allied Workers, Local 11.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the United Union of Roofers, Waterproofers and Allied Workers, Local 11, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago.

Agreement With

United Union Of Roofers, Waterproofers And

Allied Workers, Local 11.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and United Union of Roofers, Waterproofers and Allied Workers, Local 11 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Foreman Of Roofers

Roofers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Wages.

Section 4.1 Prevailing Wage Rates.

As specified in Section 4.2 below, employees covered by this Agreement shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A appended to, and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work.

Section 5.1 The Workweek.

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of 5 consecutive 8-hour days, Monday through Friday, and 2 consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M. as determined by the Employer.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day where the employee has 40 hours of work or excused absence, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first two hours of overtime worked; all other overtime worked on a regularly scheduled workday shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Saturday, when Saturday is not part of the employee's regular workweek; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay for the first eight hours of overtime worked; all other overtime worked on Saturday or the sixth consecutive day shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority. "Seniority" shall mean, for the purposes of this section the employee's service in any bargaining unit title(s).

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday

3. Casimir Pulaski Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Christmas Day

(b) The benefits set forth above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Section 7.8 Nonconsecutive Vacation Days.

Employees may receive up to five of their vacation days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave as of the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

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

Section 10.7 Medical Leave.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given 30 days advance notice of discharge, and has 5 days to appeal. If the employee does not file an appeal within the 5-day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the 30-day notice period, and the employee shall remain on the payroll for the full notice period, except if prior to completion of the 30-day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond the 30-day period. The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer

does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) or the grievance procedure, including arbitration, and to actively participate.

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

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 she/he 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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the Department

Head for review of the said disciplinary action on a form provided by the Employer.

Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice 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 suspension. 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.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the

employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

Step 4.

If the matter is not settled in 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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.

- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head's designee within seven (7) working days after the date of the receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head's designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any Step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days of receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step II.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time the employee is not scheduled to work, such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such

deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired

on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Roofer is on vacation, a Plumber shall not be assigned as a replacement Roofer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department and change of payroll); appointments (which also includes promotions and demotions); and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of

the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs And Recall.

Section 15.1

Probationary employees with more than ninety (90) days of service shall be laid off first. 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.

"Seniority" shall mean, for purposes of this section, the employee's continuous service in any bargaining unit title(s) citywide.

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

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date of anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been

given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of December, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A".

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Roofer	\$18.65/hr.	\$19.50/hr.			
Foreman of Roofers	19.65/hr.	20.50/hr.			

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH WINDOW CLEANERS UNION, SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 34.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the ratification and execution of a collective bargaining agreement with the Window Cleaners Union, Service Employees International Union, Local 34.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 44.

Nays -- Alderman Bloom -- 1.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The collective bargaining agreement between the City of Chicago and the Window Cleaners Union, Service Employees International Union, Local 34, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

City Of Chicago

Agreement With

The Window Washers Union

Local 34, S.E.I.U.

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Window Cleaners Union, Service Employees International Union, Local 34 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Window Washer

Window Washer (Sub-Foreman)

Foreman Of Window Washers

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and

quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this article shall neither affect nor be interpreted to adversely effect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3

Grievances by employees alleging violations of this article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

Article 4.

Rates Of Pay.

Section 4.1 Rates.

As specified in Section 4.2 below, effective July 1, 1988, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Exhibit A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments.

Effective July 1, 1988, July 1, 1989, July 1, 1990 and July 1, 1991, the wage rate referred to in Section 4.1 shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are not established at the July effective dates, then such rates, when established, shall be paid retroactively to said effective dates; provided however, if the effective dates of the hourly wage rates are later than July of the respective year, the adjustment required by this section shall be made effective on such later dates.

Article 5.

Hours Of Work And Overtime.

Section 5.1

This article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week. The normal workweek shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The starting time of employees shall be between the hours of 5:00 A.M. and 7:00 A.M., as determined by the Employer. The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 5.2 Overtime.

All work performed in excess of forty (40) hours worked per week; or in excess of eight (8) hours worked per day when the employee has forty (40) hours of work or excused absences; or on Saturday as such when Saturday is not part of the employee's regular workweek; or

on the sixth consecutive day worked in the Employer's workweek, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked in the Employer's workweek shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen (15) minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provisions as in Section 5.3(a).

Article 6.

Holidays.

Section 6.1

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday

3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(b) The benefits set forth in (a) above shall be paid provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight (8) hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility:

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days
	(effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days
	(effective 1/1/89 -- 18 days)
14 years or more	21 days
	(effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by twelve (12); the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least eighty (80) hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times eight (8) hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Nonconsecutive Vacation Days.

Employees may receive up to five (5) of their vacation days one (1) or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above. Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end.

Section 7.8

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 agreement who have rendered service for any other Employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1

Continuous service means continuous paid employment from the employee's last date of hire, without a 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 for one (1) year or less or layoff of thirty (30) days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than thirty (30) days or layoff for more than thirty (30) days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed one hundred twenty (120) calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of one hundred twenty (120) calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of

such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service to the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after twelve (12) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period.

A probationary employee who has served ninety (90) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

*Group Health, Vision Care, Dental,
Life And Accident Benefits.*

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.
- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves Of Absence.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight (8) hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Such paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of the Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

Section 10.5 Personal Leaves.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job classification, if the Employer determines it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Duty Disability Leave.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Subsequent payment for eligible employees will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive. Employees who return from said leaves shall be reinstated to their former job classification, if it is vacant or if it is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.7 Medical Leaves.

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

Employees who return from said medical leaves of absence promptly after their doctor's release within one (1) year shall be reinstated to their former job classification if it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in-service provisions in this Agreement.

After one (1) year on an approved medical leave of absence, employees who return to work promptly after their doctor's release and who meet the following continuous service requirements shall be reinstated as described above according to the following formula: three (3) months of such reinstatement rights for every year of service to a maximum of five (5) years reinstatement rights.

An employee who does not meet the above eligibility requirements and who returns to work promptly after his/her doctor's release after more than one (1) year on a medical leave of absence, shall be returned to his/her former job classification if the job is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate, seniority.

Article 11.

Discipline And Grievance/Arbitration.

Section 11.1

(a) Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over ten (10) days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board rules, whichever may be applicable. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

(b) An employee who is subject to disciplinary action for any impropriety or cause has the right to ask for and receive a Union representative to be present at any interrogations or hearings. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said board, in accordance with the said board's rules. It is further provided that in the event of non-egregious offenses, not to include violent acts, criminal acts, drinking alcohol or taking illegal drugs on the job, insubordination or work stoppages, the employee will be given thirty (30) days advance notice of discharge, and has five (5) days to appeal. If the employee does not file an appeal within the five (5) day appeal period, the Employer may then remove the employee from the payroll. If the employee appeals the discharge, the Personnel Board shall be requested to set a hearing date within the thirty

(30) day notice period and the employee shall remain on the payroll for the full notice period, except if prior to completion of the thirty (30) day notice period (1) the Hearing Officer affirms the discharge; or (2) the employee continues the discharge hearing; or (3) the employee withdraws his appeal or otherwise engages in conduct which delays the completion of the hearing. However, in no event may the employee require the Employer to retain the employee on the payroll beyond thirty (30) day period.

The interrogation shall take place at reasonable times and places and shall not commence until the Union representative arrives, provided that the Employer does not have to wait an unreasonable time and the Employer does not have to have the interrogation unduly delayed. The Union shall have the right to have its representatives present at either of the board(s) for the grievance procedure, including arbitration, and to actively participate.

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

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.

Section 11.2 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, 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 employee may request in writing to the department head for review of 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 suspension. 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.

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 and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

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, Step III.

Section 11.3 Grievance And Arbitration.

Except as in disciplinary provisions of 11.1 and 11.2 above, 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:

There shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next Step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next Step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union representative and/or the employee shall have the right to make an appeal in writing to the Department Head or the Department Head designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head or the Department Head designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Step I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any Step of the grievance procedure if mutually agreed.
- D. If the grievance is not settled at the second Step, the Union or the Employer may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a

group of employees shall be made applicable to all of the affected employees within that group.

- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.

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

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the Federal Mediation and Conciliation Service under the rules of that tribunal with a copy 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 submitted 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 representatives and witnesses. The cost of a transcript shall be borne by the party requesting the reporter unless the parties agree to share such costs.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

A. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the option of the grievant/Union at Step 2.

B. Pertinent Witnesses And Information.

The Union may request the production of specific documentation, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

A Union representative, a grievant, and Union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably. A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and Union. Where the Employer directs an employee to report for a meeting concerning a grievance at a time when the employee is not scheduled to work, such time shall be considered time worked.

If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this article.

Section 12.4

The Employer will not lock out bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that thirty (30) days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Window Washer is on vacation, a Motor Truck Driver shall not be assigned as

a replacement Window Washer. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.4 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.5 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.6 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements, career service resignations, career service discharges, non-career service terminations, leaves of absence, suspensions, reinstatements, reappointments, transfers (change of department and change of payroll), appointments (which also includes promotions and demotions), and deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Section 14.8 Filling Vacancies

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs for promotion or transfer and which are declared vacant by the Employer. The Employer shall select the most qualified applicant. Where applicants are equally qualified, the Employer shall select the most senior employee with due regard to the Employer's efforts to ensure equal employment opportunities. "Ability" shall be determined by the Employer based upon performance evaluations, experience, training, proven ability and similar criteria.

"Seniority" shall mean, for purposes of this section, the employee's service in the job title (time-in-title).

Article 15.

Layoffs And Recall.

Section 15.1 Layoffs/Recall.

Probationary employees with more than ninety (90) days of service shall be laid off first. 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 relatively equal among the other employees in the job in the department.

"Seniority" shall mean, for purpose of this section, the employee's service in the job title (time-in-title).

A laid off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the department, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforcibility shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on

behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal working hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective

bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the Employer agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding Police and/or Fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 19.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until midnight, December 31, 1991. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 14th day of November, 1988.

[Signature forms omitted for printing purposes.]

Appendix "A" attached to this agreement reads as follows:

Appendix "A"

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>				
	1/1/88	7/1/88	7/1/89	7/1/90	7/1/91
Window Washers	\$2,054/mo.	\$2,132/mo.			
Sub-Foreman of Window Washers	2,097/mo.	2,175/mo.			
Foreman of Window Washers	2,141/mo.	2,219/mo.			

EXECUTION OF CITY-STATE PROJECT AGREEMENT AUTHORIZING
PRELIMINARY ENGINEERING FOR IMPROVEMENT OF
PORTION OF SOUTH ST. LOUIS AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement with the State of Illinois for preliminary engineering of the improvement of South St. Louis Avenue, between West 51st Street and West 59th Street under the 1987 "Build Illinois Bond Fund Program".

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for preliminary engineering of the improvement of South St. Louis Avenue between West 51st Street and West 59th Street under the 1987 "Build Illinois Bond Fund Program" (Section 2-6.20) described therein, said agreement to be substantially in the following form:

[City-State Project Agreement immediately follows
Section 3 of this ordinance.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

City-State Project Agreement attached to this ordinance reads as follows:

City-State Project Agreement.

*Preliminary Engineering Of The Improvement
Of St. Louis Avenue Between 51st Street And 59th Street
Under The 1987 "Build Illinois
Bond Fund Program" (Section 2-6.20).*

City Section No.:

State Job No.:

D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of St. Louis Avenue between 51st Street and 59th Street, hereinafter referred to as the "Project"; and

Whereas, the City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvement, and to prepare, or to cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which is hereafter referred to as "Preliminary Engineering"; and

Whereas, certain funds have been appropriated from the Build Illinois Bond Fund (Public Act 84-1306) to the Illinois Department of Transportation; and

Whereas, the State and the City have concurred that the Project qualifies for the use of such funds.

The State Hereby Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the Preliminary Engineering of the Project, as hereinafter provided in numbered Paragraph 7 upon receipt of progressive billings supported by documentation as required by the State.
2. To give administrative assistance and guidance to the City during the performance of said preliminary engineering and to review without delay, all submittals which require State review, approval or other action.

The City Hereby Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required Public Hearings, make the environmental assessments and prepare the final design reports, perform the engineering for the necessary right- of-way acquisition and the relocation

and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project, all of which is considered to be "Preliminary Engineering".

- 4. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
- 5. To comply with all applicable executive orders and legislation pursuant to the equal employment opportunity and nondiscrimination regulations as may be required by the State and under federal law.
- 6. To retain all Project records and to make them available for audit by state auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

- 7. That the estimated costs of the Project covered and described by this Agreement are:

Preliminary Engineering	\$250,000
TOTAL:	\$250,000

and that 100% of the actual final cost will be paid from the Build Illinois Bond Fund up to a maximum of \$250,000, with any cost in excess of that amount to be paid by the city, or otherwise provided by amendment to this Agreement.

- 8. That while the State's financial participation in the Project is limited to a maximum of \$250,000, the State's actual financial obligation will be limited to the amount of "Build Illinois" Bond funds released for the Project by the Governor's office.
- 9. That the City shall be responsible for 100% of the cost of any work not eligible for payment from the "Build Illinois" Bond Fund.
- 10. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$250,000) as authorized by the City Council.

11. That this Agreement and the covenants contained herein shall be void ab initio in the event the preliminary engineering contemplated herein is not authorized by July 1, 1991.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the preliminary engineering of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this Agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

ISSUANCE OF FINAL LOAN COMMITMENTS TO FIVE RECIPIENTS
UNDER RENTAL REHABILITATION AND MULTI-UNIT
REHABILITATION ASSISTANCE PROGRAMS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing the Commissioner of the Department of Housing to issue final loan commitments to five proposed owners/borrowers under the Rental Rehabilitation and Multi-Unit Rehabilitation Assistance Programs.

On motion of Alderman Natarus, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the sum of \$20,365,900 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1988, subject to the City submitting a proper request therefore; and

WHEREAS, The City of Chicago has aggregately programmed \$29,400,000 of Community Development Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XIV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of five low interest rehabilitation loans in the aggregate amount of \$3,104,673 said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI-Program funds where said funds, when loaned, will leverage an additional \$8,134,148 in other investment for the rehabilitation of 472 rental units, and wherein said loans are each in excess of \$75,000 and are more particularly described in Exhibit A attached hereto and made part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985 authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement of the U. S. Department of Housing and Urban Development for the Year IX Community Block Grant funds shall be subject to the review and approval of the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue final loan commitments to the proposed owners/borrowers as shown in Exhibit A for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI-Programs.

SECTION 3. This ordinance shall be full force and effect by and from the date of its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Owner/Borrower Address/No. Of Units	Private Financing	MULTI-Program/ Rental Rehab.
Lunt and Wolcott Partnership 1846 -- 1852 West Lunt Avenue/ 7001 North Wolcott Avenue 40 D.U.'s	\$1,336,605	\$1,029,440
Alvin G. Mazz 4401 North Clark Street 10 D.U.'s	\$592,500	\$225,000
Gerald Pitchford 4442 South King Drive 4 D.U.'s	\$26,543	\$265,433
Boulevard Commons Limited Partnership II 149 North Central Avenue/ 5623 -- 5637 West Washington Boulevard 61 D.U.'s	\$1,878,500	\$1,084,800
United Germano Millgate Limited Partnership 8760 South Burley Avenue 357 D.U.'s	\$4,300,000	\$500,000
Total City Funds:	\$3,104,673.00	
Total Private Funds:	\$8,134,148.00	
Total Development Costs:	\$11,193,821.00	
Total Dwelling Units:	472	

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ISSUANCE OF
GENERAL OBLIGATION BONDS, SERIES 1985.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance passed August 20, 1985, which authorized the issuance of General Obligation Bonds, Series 1985, by deleting the

amount of \$200,000 from the Madison Street resurfacing project and adding said amount to the Chicago Avenue streetscape project.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago by ordinance adopted on August 20, 1985, authorized the issuance and sale of General Obligation Bonds, Series 1985, for the purpose of funding certain projects, as specified in said ordinance; and

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1986 (C.J. pp. 31794 -- 31795) amending said ordinance and requiring that the Budget Director may revise a project, project location or project scope with the prior approval of the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance authorizing the issuance of General Obligation Bonds, Series 1985, and for the levy and collection of direct annual taxes to pay principal and interest thereon, passed by the City Council on August 20, 1985 (C.J. p. 19568 et seq.) is hereby amended by deleting \$200,000 from the Madison Street resurfacing project to be performed in the 27th Ward as published at page 19588 of the Journal of Proceedings of the City Council of said date and adding \$200,000 for a streetscape project on West Chicago Avenue between North Kedzie Avenue and North Central Park Avenue in the 27th Ward.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF MUNICIPAL CODE CHAPTER 100, SECTION
100-2 BY INCREASING WEIGHTS AND MEASURES
INSPECTION AND SEALING FEES.

The Committee on Finance submitted a report recommending that the City Council pass a

proposed ordinance transmitted therewith, amending Municipal Code Chapter 100, Section 100-2 by increasing the weights and measures inspection and sealing fees.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr -- 44.

Nays -- Aldermen Vrdolyak, Burke, Stone -- 3.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 100, Section 100-2 of the Municipal Code of Chicago, as amended November 30, 1988, and published at pages 19553 -- 19555 of the Journal of Proceedings of the City Council of said date, is hereby further amended by deleting the language bracketed and inserting the language in italics as follows:

100-2. The Commissioner of Consumer Services shall demand and receive for the use of the City, before the delivery of certificates provided for by this chapter, the following fees:

For inspecting and sealing scales of the capacity of 24,000 pounds, and upwards, each	[\$50.00]	<i>\$68.00</i>
For inspecting and sealing scales of the capacity of 6,000 pounds up to 24,000 pounds, each	[7.50]	<i>10.00</i>
For inspecting and sealing scales of the capacity of 2,500 pounds up to 6,000 pounds, each	[5.00]	<i>7.00</i>
For inspecting and sealing scales of a capacity up to 2,500 pounds, each	[2.00]	<i>3.00</i>
For inspecting and sealing hopper scales of the capacity of 0 to 500 pounds, each	[4.00]	<i>6.00</i>
For inspecting and sealing hopper scales of the capacity of 501 to 2,000 pounds, each	[10.00]	<i>14.00</i>

For inspecting and sealing hopper scales of the capacity of 2,001 to 10,000 pounds, each	[\$ 25.00]	\$34.00
For inspecting and sealing hopper scales of the capacity of 10,001 pounds and upwards, each	[50.00]	68.00
For inspecting and sealing two-bushel, one-bushel and half-bushel measures, each	[.50]	.70
For inspecting and sealing any other dry measure, each	[.50]	.70
For inspecting and sealing every automatic weighing machine, or other similar device of a capacity of less than three tons, used for weighing, each		3.00
For inspecting and sealing liquid measures of a capacity up to and including five gallons, each		1.40
For inspecting and sealing liquid measures of a capacity over five gallons, for each five gallon capacity or part thereof	[2.00]	3.00
For inspecting and sealing any automatic machine used for measuring liquids, each unit		3.00
For inspecting and sealing yard measures, each		1.40
For inspecting and sealing any linear measure, for each three feet		1.40
For inspecting and sealing any tape line exceeding 50 feet in length, each	[2.00]	3.00
For inspecting and sealing any automatic machine used for lineal measuring, each		3.00
For inspecting and sealing any automatic pump used for measuring gasoline, oils, etc., each		5.00
For measuring a quantity of coal or wood and issuing a certificate of approximate measure or weight of same	[10.00]	14.00
For weighing or measuring any other commodity and issuing a certificate of weight or measure,		

at the rate per hour of	[\$15.00]	\$20.00
For inspecting and sealing gasoline and fuel oil tank trucks, wagons or trailers of a capacity of one thousand gallons or less, each	[25.00]	34.00
For inspecting and sealing gasoline and fuel oil tank trucks, wagons or trailers of a capacity over one thousand gallons, for each 500 gallons capacity or part thereof	[10.00]	14.00
For inspecting and sealing any meter used for measuring gasoline, oils, etc., each		7.00

SECTION 2. This ordinance shall be in full force and effect ten days after its passage and publication.

AMENDMENT OF MUNICIPAL CODE CHAPTER 33,
SECTION 33-18 BY INCREASING
DRIVEWAY PERMIT FEES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending Municipal Code Chapter 33, Section 33-18 by increasing various permit fees for the construction and maintenance of driveways.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 44.

Nays -- Aldermen Vrdolyak, Burke, Stone -- 3.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 33, Section 33-18 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

33-18. Permit fees for the construction of driveways shall be as follows:

Residential -- not to exceed 4 apartments	[\$ 2.75]	\$ 4.00
Residential -- over 4 apartments	[11.00]	15.00
Commercial -- existing	[11.00]	15.00
Commercial -- hereafter constructed	[25.00]	34.00

For each driveway now or hereafter maintained there shall be paid for each calendar year following the year in which the permit fee required above has been paid, an annual fee in the amount of [~~\$25.00~~] *\$34.00* for driveways up to 25 feet in width, and [~~\$50.00~~] *\$68.00* for driveways in excess of 25 feet, except for residential structures not exceeding four units, and for any place used exclusively for charitable, educational or religious purposes, which shall be exempt from payment of the inspection fee.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

AMENDMENT OF MUNICIPAL CODE CHAPTER 130, SECTION
130-1.3 BY INCREASING MOBILE FOOD DISPENSER
VEHICLE LICENSE FEE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending Municipal Code Chapter 130, Section 130-1.3 by increasing the mobile food dispenser vehicle license fee from \$60.00 to \$81.00.

On motion of Alderman Natarus, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 44.

Nays -- Aldermen Vrdolyak, Burke, Stone -- 3.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 130, Section 130-1.3 of the Municipal Code of Chicago, as amended November 30, 1988, and published at pages 19550 -- 19553 of the Journal of Proceedings of the City Council of said date, is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

130-1.3 The annual license and permit fees shall be as set forth in this section and shall be paid before any license or permit may be issued. All licenses shall expire on the 30th day of June following the date issued and shall be prorated accordingly.

(c) Mobile Food Dispenser License. A separate license is required for each vehicle used by the mobile food dispenser in the conduct of his business.

Per vehicle	[\$60.00]	\$81.00
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SECTION 2. This ordinance shall take effect ten days after its passage and publication.

ADDITIONAL VACATION BENEFITS EXTENDED TO
NON-REPRESENTED MUNICIPAL EMPLOYEES.

The Committee on Finance submitted a report recommending that the City Council adopt a proposed resolution transmitted therewith, providing additional vacation benefits to non-represented municipal employees.

On motion of Alderman Natarus, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following said resolution as adopted:

WHEREAS, Certain employees in collective bargaining units are to receive negotiated increases in vacation leave for the year 1988; and

WHEREAS, The City Council finds it is the best interest of the City to extend such additional vacation benefits to non-represented employees; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. This resolution shall not apply to any person not employed by the City of Chicago on the effective date hereof, nor shall it apply to any employee holding a position in a collective bargaining unit recognized by the City on the effective date hereof.

SECTION 2. Full-time salaried and hourly rate employees of the City employed on July 1, 1988, except employees in Schedule S, are hereby granted the following vacation leave in addition to that heretofore earned by them:

- a. Employees with less than six (6) years of continuous service as of July 1, 1988 shall receive one (1) additional day of vacation leave.
- b. Employees with six (6) years of continuous service as of July 1, 1988, but less than seven (7) years of continuous service, shall receive six (6) additional days of vacation leave.
- c. Employees with seven (7) years of continuous service as of July 1, 1988, but less than fourteen (14) years of continuous service, shall receive one (1) additional day of vacation leave.
- d. Employees with fourteen (14) years of continuous service as of July 1, 1988, but less than fifteen (15) years of continuous service, shall receive six (6) additional days of vacation leave.
- e. Employees with fifteen (15) or more years of continuous service as of July 1, 1988 shall receive one (1) additional day of vacation leave.

SECTION 3. Full-time salaried and hourly rate employees of the City in Schedule S employed on July 1, 1988 are hereby granted one (1) additional day of vacation leave for use in 1988, in addition to that heretofore earned by them.

SECTION 4. Part-time employees who worked at least 50 percent of full time during the period from July 1, 1987 through June 30, 1988 shall be granted such additional vacation leave on a prorated basis.

SECTION 5. The additional vacation leave provided for in Sections 2, 3 and 4 of this resolution must be used prior to July 1, 1989, subject to departmental approval, and cannot be carried over past that date.

SECTION 6. This resolution shall be effective upon its passage and publication.

AUTHORITY GRANTED FOR CANCELLATION OF EXISTING WATER
RATES FOR CERTAIN CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which was referred on December 14, 1988 sundry proposed ordinances for cancellation of existing water rates for certain charitable, educational and religious institutions, submitted a report recommending that the City Council pass said proposed ordinances.

On motion of Alderman Natarus, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

Englewood Family Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioners of the Departments of Water and Sewers are hereby authorized and directed to cancel all existing water rates and sewer charges assessed against the Englewood Family Center, 5958 South Marshfield Avenue, in the amount of \$5,363.08 for Account No. 5-1609-11-1160-6.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt said charitable institution from the payment of future water assessments and sewer charges.

SECTION 3. This ordinance shall take effect and be in force upon its passage.

*Friends Of Refugees Of Eastern Europe Of Chicago.
(6335 North California Avenue)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing water assessment in the amount of \$43.50, charged to the Friends of Refugees of Eastern Europe of Chicago, 6335 North California Avenue (Account No. 1-3109-01-0730-3).

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Friends Of Refugees Of Eastern Europe Of Chicago.
(6604 North Sacramento Avenue)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments in the amount of \$1,254.57, charged to the Friends of Refugees of Eastern Europe of Chicago, 6604 North Sacramento Avenue (Account No. 5-5027-96-1000-8).

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Friends Of Refugees Of Eastern Europe Of Chicago.
(6251 North Whipple Street)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing water assessment in the amount of \$86.99, charged to the Friends of Refugees of Eastern Europe of Chicago, 6251 North Whipple Street (Account No. 1-3109-03-8907-3).

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance, to which had been referred on October 26 and December 14, 1988 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Ada S. McKinley Foundation 330 East 24th Street	F7-800127 (Furnace)	\$29.00

12/21/88

REPORTS OF COMMITTEES

23177

Name And Address	Warrant No. And Type Of Inspection	Amount
Catholic Bishop of Chicago 6537 South Maryland Avenue	B1-717596 (Bldg.)	\$ 23.00
Chicago Child Care Society 5467 South University Avenue	A1-604777	60.00
	A1-610677	60.00
	A1-704943	60.00
	A1-806566 (Elev.)	60.00
	P1-801821 (Boiler)	130.00
Ravenswood Health Care (various locations)	B1-719775	80.50
	B1-609299 (Bldg.)	80.50
	B4-700235	92.00
	B4-700215	80.50
	B4-700216 (Inst.)	46.00
	D1-624427	16.00
	D1-624418	16.00
	D1-624430	16.00
	D1-624431	16.00
	D1-626678	16.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-703780	\$ 28.00
	D1-703450	16.00
	D1-703447	16.00
	D1-703446	43.00
	D1-703448	16.00
	D1-704449	16.00
	D1-703451	16.00
	D1-624426 (Sign)	43.00
	P1-604060	1,249.00
	P1-603696	268.00
	P1-705332	268.00
	P1-706600 (Fuel Burn. Equip.)	1,249.00
	R1-704317	150.00
	R1-604408 (Driveway Maint.)	150.00
Saint Joseph Hospital and Health Care Center 2900 North Lake Shore Drive	A1-509830 (Elev.)	447.00
	P1-509119 (Fuel Burn. Equip.)	1,667.00

On motion of Alderman Natarus, the foregoing proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE
EMPLOYED AT ILLINOIS INSTITUTE OF TECHNOLOGY.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 50 special police and shall pay a fee of \$10.00 per license for the year 1988:

Illinois Institute of Technology
10 West 33rd Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON AVIATION.

**EXECUTION OF NEWSSTAND CONCESSION LICENSE AGREEMENT
WITH W. H. SMITH OF ILLINOIS, INCORPORATED AT
CHICAGO O'HARE INTERNATIONAL
AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, December 20, 1988.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred a communication from the Department of Aviation: one ordinance providing for the execution and adoption of a new concessions license agreement for W. H. Smith's (Elson's) to operate newsstands at O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 16, 1988).

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") entered into a Newsstand Concession Lease Agreement (the "Agreement") dated October 31, 1984 with W. H. Smith of Illinois, Inc., formerly known as Elson's of Illinois, Inc., ("Smith"), such Agreement having been authorized by the City Council on May 30, 1985 (C.J. pp. 17283 -- 17304); and

WHEREAS, The City and Smith entered into a Memorandum of Intent, dated June 19, 1987 and amended in July 14, 1987 ("Memorandum of Intent") pursuant to which certain additional sites were made available to Smith; and

WHEREAS, The City and Smith desire to terminate the Lease Agreement and the Memorandum of Intent and the City desires to grant to Smith and Smith desires to acquire from the City the rights and privileges to conduct concession operations within the existing sites and in additional sites; and

WHEREAS, The City deems it advantageous to itself and to its operation of the Airport to enter into a Newsstand Concession Agreement with Smith; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approved by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Newsstand Concession Agreement for certain premises at the Chicago O'Hare International Airport, said Agreement to be substantially in the following form, as set forth in Exhibit A which is attached hereto and made a part hereof.

SECTION 2. That this ordinance shall be in full force and effect upon, from and after its passage.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Agreement.

This Agreement ("Agreement") made this ____ day of _____, 1988, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through the Department of Aviation of the City of Chicago (the "City") and W. H. Smith of Illinois, Inc. (formerly known as Elson's of Illinois, Inc.), an Illinois corporation (the "Concessionaire").

Witnesseth:

Whereas, the City owns and operates the airport known as Chicago O'Hare International Airport (the "Airport"), which is situated in the City of Chicago, Counties of Cook and Du Page, and State of Illinois; and

Whereas, the Airport consists in part of (a) completed and operational passenger terminals and concourse facilities which may be expanded, replaced and/or renovated during the Term, as hereinafter defined, and (b) of partially completed and operational passenger terminal and concourse facilities in Terminal 1 of the Airport ("Concourse B/C") which Concourse B/C shall also be expanded during the Term (such completed and operational passenger terminals and concourse facilities as they may be expanded, replaced and/or renovated together with Concourse B/C as they may be expanded being hereinafter referred to as "Existing Facilities"); and

Whereas, the Concessionaire is engaged in the newsstand concession business ("Concession Operations"), which consists of selling, vending and dispensing the Merchandise, as hereinafter defined; and

Whereas, under the Newsstand Concession Lease Agreement dated October 31, 1984 ("Lease Agreement"), the Concessionaire leased the ten (10) sites (Existing Site(s)) numbered 1, 2, 3, 4, 5, 6, 9, 10, 11, and 17 on Exhibit A attached hereto and made a part hereof from the City for Concession Operations and the one (1) site numbered 18 on Exhibit A for storage; and

Whereas, to accommodate on a temporary basis the need for Concession Operations in Concourse B/C, the City and the Concessionaire entered into a Memorandum of Intent, dated June 19, 1987 and amended on July 14, 1987 ("Memorandum of Intent"), and a Letter of Agreement dated August 12, 1988 ("Letter of Agreement"), pursuant to which the City granted to the Concessionaire the right to use the six (6) sites numbered 19, 20, 22, 27, 28 and 29 on Exhibit A as temporary sites ("Interim Site(s)") for Concession Operations; and

Whereas, the City and Concessionaire desire to terminate the Lease Agreement, the Memorandum of Intent and the Letter of Agreement, and the City desires to grant to the Concessionaire and the Concessionaire desires to acquire from the City the rights and privileges to store Merchandise in the sites numbered 18, 32, and 33 on Exhibit A ("Storage Site(s)") and to conduct Concession Operations pursuant to the provisions of this Agreement within the following:

- (A) the Existing Site(s);
- (B) the Interim Site(s);
- (C) the seven (7) sites numbered 21, 23, 24, 25, 26, 30 and 31 on Exhibit A ("Concourse B/C Site(s)");
- (D) the two (2) sites numbered 7 and 8 on Exhibit A ("Concourse E/F Site(s)");

- (E) the five (5) sites numbered 12, 13, 14, 15 and 16 on Exhibit A ("Concourse H/K Site(s)")

; and

Whereas, the term "Concession Location(s)," as used herein, shall mean and include as the context requires all or a designated number of the Existing Site(s), the Interim Site(s) (during the time and to the extent the Concessionaire has "beneficial occupancy," as hereinafter defined), the Concourse B/C Site(s), the Concourse E/F Site(s), the Concourse H/K Site(s), the "Additional Site(s)," as hereinafter defined, and the "Relocation Site(s)," as hereinafter defined; and

Whereas, unless the context provides otherwise the term "beneficial occupancy," as used herein, shall mean that the City and the Concessionaire have completed their respective renovations or improvements as required hereunder and that the Concession Location(s) is ready and available for Concession Operations; and

Whereas, the term "Site(s)," as used herein, shall mean and include as the context requires all or a designated number of the Concession Location(s) and/or the Storage Site(s); and

Whereas, the City and the Concessionaire desire to enter into this Agreement, whereunder the Concessionaire shall acquire from the City certain rights and privileges for Concession Operations in the Airport during the Term and shall be allowed to exercise such rights and privileges during the Term provided Concessionaire shall comply with the terms and conditions of this Agreement;

Now, Therefore, for and in consideration of the foregoing recitals, which are hereby incorporated as if the same were fully recited herein, and the mutual promises and covenants contained herein, the parties agree as follows:

Article 1.

Representations And Warranties.

The Concessionaire hereby represents and warrants to the City that:

- (A) the Concessionaire is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority to carry on its business and to enter into this Agreement and to perform its obligations hereunder, and that it will continue to be duly authorized to perform its obligations under this Agreement;

- (B) execution and delivery of this Agreement and the performance by the Concessionaire of its obligations under this Agreement do not and will not conflict with, violate or result in a breach of or acceleration of any payment under any of the terms and provisions of or constitute a default under the provisions of any applicable law or the charter or by-laws of the Concessionaire or with any agreement or other instrument which is binding upon Concessionaire;
- (C) no litigation or government proceeding is pending or, to the best of its knowledge after due inquiry, threatened against the Concessionaire;
- (D) the Concessionaire is a wholly owned subsidiary of W. H. Smith, Inc. ("Smith") and, all of the capital stock of the Concessionaire is owned by Smith;
- (E) the Concessionaire has or shall enter into within thirty (30) days of the Commencement Date a partnership agreement ("Partnership Agreement") with Tucker Concessions, Inc., an Illinois corporation, which partnership shall be known as Air Ventures;
- (F) the copy of the Partnership Agreement, attached hereto as Exhibit B, is true, complete and accurate and reflects the only agreements and understandings of the parties thereto (an executed copy of the Partnership Agreement shall be provided the City immediately upon its execution by the parties), and it will not be modified, amended or altered without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed; provided, however, if Concessionaire shall have provided the City with notice and a copy of the proposed changes to the Partnership Agreement, seeking the City's approval of said changes and upon the expiration of thirty (30) days from the date of the mailing of such notice the City shall not have responded in writing to Concessionaire's notice of the proposed changes to the Partnership Agreement indicating the City's objections to such proposed changes; and provided further that if the Concessionaire shall have provided a second written notice to the City of the proposed changes to the Partnership Agreement after the City's failure to respond to the first written notice within the required thirty (30) day period and no response is again received from the City within a thirty (30) day period from the date of the mailing of the second notice; and provided, further, that if the Concessionaire shall have provided a third written notice to the City of the proposed changes to the Partnership Agreement after the City's failure to respond to the first and second written notices within the required thirty (30) day periods and no response is again received from the City within a thirty (30) day period of the mailing of the third notice, then in such event the proposed changes to the Partnership Agreement will be deemed approved by the City;
- (G) not less than one hundred percent (100%) of Tucker Concessions, Inc. shall, during the Term, be owned by a "Minority," as that term is defined in City of Chicago Executive Order Number 85-2, April 3, 1985; and

- (H) Tucker Concessions, Inc. shall file on a timely basis such documents and reports as may be required by the City pursuant to Executive Order 85-2 and the rules and regulations promulgated thereunder by the City's Department of Purchases which are required to maintain minority business enterprise certification.
- (I) the representations and warranties contained in this Article 1 shall be unchanged and in full force and effect during the Term.

Article 2.

Grant Of Rights.

2.1 General Grant Of Authority.

The City grants to the Concessionaire, upon the conditions hereinafter set forth, all of which the Concessionaire accepts, the right and privilege to engage in Concession Operations within the Concession Locations. This right and privilege shall be exclusive solely with respect to certain of the Merchandise, as hereinafter defined.

2.2 Interim Site(s).

The City grants to the Concessionaire, upon the conditions hereinafter set forth, all of which the Concessionaire accepts, the right and privilege to engage in Concession Operations within the Interim Site(s). Unless this Agreement is sooner terminated or cancelled, the right and privilege to engage in Concession Operations within the Interim Site(s) shall terminate on the earlier of:

- (A) One Hundred and Eighty (180) days following the date on which the City with respect to the six (6) Concourse B/C Sites numbered 21, 23, 24, 25, 26 and 30 on Exhibit A (1) completes the City's Improvements (as hereinafter defined), if any; (2) approves the Concessionaire's Construction Plans (as hereinafter defined); and (3) turns over said Concession Locations to the Concessionaire, which One Hundred and Eighty (180) day period may be extended pursuant to Article 6; or
- (B) on the date the Concessionaire has beneficial occupancy of the six (6) Concourse B/C Site(s) numbered 21, 23, 24, 25, 26 and 30 on Exhibit A.

2.3 Existing Site(s), Concourse B/C Site(s), Concourse E/F Site(s) And Concourse H/K Site(s).

The City grants to the Concessionaire, upon the conditions hereinafter set forth, all of which the Concessionaire accepts, the right and privilege to engage in Concession Operations within the Existing Site(s), the Concourse B/C Site(s), the Concourse E/F Site(s) and the Concourse H/K Site(s), on Exhibit A.

Notwithstanding the foregoing, the Concessionaire's right to engage in Concession Operations in each of the Existing Site(s) numbered 5, 6, 10 and 11 on Exhibit A shall terminate on the earlier to occur of:

- (A) ninety (90) days following the date the City with respect to Concession Location(s) numbered 7, 8, 12, 13 and 15 on Exhibit A (1) completes the City's Improvements, if any; (2) approves the Concessionaire's Construction Plans and (3) turns over said Concession Locations to the Concessionaire; or
- (B) the date the Concessionaire has beneficial occupancy of the Concession Locations numbered 7, 8, 12, 13 and 15 on Exhibit A respectively.

2.4 Concourse H/K Sites.

Concession Locations numbered 13, 14, 15 and 16 are located in a concourse in the process of being renovated by American Airlines. The anticipated completion date for these Concession Locations are: Concession Location numbered 13 -- April, 1990; Concession Location numbered 14 -- November, 1989; Concession Location numbered 15 -- May, 1989; and Concession Location numbered 16 -- November, 1989. The City agrees that upon the completion of each of the aforementioned Concession Locations by American Airlines (or any successor thereto) and the City's official acceptance of each such Concession Location (which acceptance shall be based on the completion of these Concession Locations pursuant to the plans and specifications for their construction as approved by the City), the City shall promptly turn over control of each Concession Location to the Concessionaire for Concessionaire's Improvements as provided in Article 6.

2.5 Storage Site(s).

The City grants to the Concessionaire the right and privilege to use Storage Sites numbered 18, 32 and 33 on Exhibit A solely for the storage of Merchandise, and for other uses which support or further the Concession Operations. Concessionaire understands that Storage Site numbered 32 may be temporary and the Concessionaire may be relocated therefrom by the City pursuant to the provisions of Section 2.6.

The Concessionaire shall have the right at any time during the Term upon thirty (30) days prior written notice to the City to cancel this Agreement as it pertains to any one or more of the Storage Site(s). The Concessionaire may elect to cancel this Agreement with respect to any or all Storage Site(s) at the same time or at different times during the Term. Upon the effective date of such cancellation, the Concessionaire shall relinquish possession

of any or all such Storage Site(s) and the Fixed Fee, as hereinafter defined, for any relinquished Storage Site(s) shall be permanently abated as of that date.

2.6 Relocation Rights.

At any time prior to the expiration of the Term or any renewal thereof, the City may require the Concessionaire to relocate any Site(s) to a different site(s) ("Relocation Site(s)") at the Airport, which Relocation Site(s) shall be of equivalent size and comparable location to the vacated Site(s), except that the City shall not require the Concessionaire to relocate any Concession Location for the purpose of providing space for any other private and for-profit use of the Site(s); provided, however, the City may require the Concessionaire to relocate any Site(s) to a Relocation Site(s) at the Airport pursuant to the provisions of this Section 2.6 if such Site(s) is required by an airline for its direct use and operation. The Concessionaire shall not be required to vacate any Site(s) on a temporary or permanent basis under this Agreement until such time as the Relocation Site(s) is completed and ready for beneficial occupancy by the Concessionaire. To the extent relocation is required by the City, the City shall pay any and all costs associated with the Concessionaire's relocation to the Relocation Site(s) of installed improvements, or the installation of new improvements, which improvements shall be substantially equivalent to the improvements in the vacated Site(s). The City and the Concessionaire acknowledge and agree that the Concession Locations numbered 24 and 31 on Exhibit A are unique and have no "comparable location" within the meaning of this Section 2.6 and, therefore, during the Term of this Agreement, the Concessionaire shall not be subject to relocation pursuant to the provisions of this Section 2.6 unless Concessionaire shall consent to such relocation, such consent not to be unreasonably withheld.

2.7 Additional Concession Operations.

The City may, but shall not be obligated to, require the Concessionaire to conduct its Concession Operations within additional site(s) ("Additional Site(s)") at the Airport as the City designates during the Term on the same terms and conditions set forth herein. Additional Site(s) identified by the City may be offered to the Concessionaire on (A) an individual basis in which case an Additional Site must contain no less than 400 square feet, or (B) in a pair or multiple pairs in which case each pair of Additional Sites must in the aggregate contain no less than 600 square feet of space with the smaller Additional Site of the pair having not less than 200 square feet. If Additional Site(s) are accepted by Concessionaire as provided below in this Section 2.7, the terms and conditions of Concessionaire's acceptance and operation of such Additional Site(s) shall be identical to those terms and conditions set forth in this Agreement governing Concession Operations in the Existing Facilities. The City shall not identify any Additional Site(s) for Concession Operations which do not meet the criteria set forth in Subsections 2.7(A) and (B).

Upon receiving written notice as hereinafter provided from the City that an Additional Site(s) is available, the Concessionaire shall notify the City within thirty (30) days that it accepts such Additional Site(s). Upon the Concessionaire's failure to accept the offered Additional Site(s) within thirty (30) days of receipt of notice by the City, or rejection of the offered Additional Site(s), the City may exercise such rights as provided in Section 5.1.

In the event the Concessionaire, pursuant to Article 6, builds and places into operation any Additional Site(s) in which beneficial occupancy does not occur until at least two (2) years after the Commencement Date, upon the expiration of the Term or the termination of this Agreement pursuant to Article 10, the City shall promptly compensate or cause the Concessionaire to be compensated for the unamortized portion, if any, of the Concessionaire's cost of designing, building, installing fixtures, and equipping such Additional Site(s) not later than sixty (60) days after the expiration of the Term or the termination of this Agreement pursuant to Article 10. The amortization shall be computed on a straight line five (5) year basis beginning with the date of beneficial occupancy of each such Additional Site(s) applied to the total cost of each such Additional Site(s) as approved in advance by the City, said approval not to be unreasonably withheld.

2.8 Commencement Date Possession.

Upon the Commencement Date, the City shall provide the Concessionaire with possession of Concession Locations numbered 7, 8, 12, 21, 23, 25, 26 and 30 (with City Improvements, if any, completed) and Storage Sites numbered 32 and 33. City shall use its best efforts to identify and turn over to Concessionaire at the earliest possible date Concession Locations numbered 24 and 31. For purposes of this Agreement, Concession Locations numbered 24 and 31, if identified and turned over to the Concessionaire as provided in this Section 2.8, shall be 900 square feet in size in Concourse B and Concourse C of Terminal 1, respectively, at infill locations contiguous to Concourse B and Concourse C. The Concessionaire shall build out such Concession Location(s) pursuant to the Construction Plans approved by the City as described in Section 6.5 of this Agreement.

2.9 Limitation On Rights.

The Concession Location(s) are to be used for the purpose of conducting Concession Operations and for no other purpose.

Article 3.

Term.

3.1 Term.

The Term of this Agreement (the "Term") shall commence upon the date of approval of this Agreement by the City Council of Chicago ("Commencement Date") and shall terminate, unless sooner terminated in accordance herewith, on January 31, 1996.

3.2 Termination Of Lease Agreement, Memorandum Of Intent And Letter Of Agreement.

Effective as of the Commencement Date, the Memorandum of Intent and the Letter of Agreement shall be null and void and of no further force or effect, and shall be replaced by this Agreement. The Lease Agreement shall be null and void and of no further force or effect, and shall be replaced by this Agreement as of the Commencement Date except that Sections A, B, C, D, G, H and I of Article III ("Rent") of the Lease Agreement shall remain in full force and effect until January 31, 1989.

Article 4.

Payment For Concession Rights.

4.1 Fixed Fee.

Commencing on February 1, 1989, or upon beneficial occupancy of any Site listed below in this Section 4.1, whichever occurs later, the Concessionaire shall pay to the City during the Term for each such Site, without notice, demand, abatement, deduction or set-off, an annual fee of Thirty Dollars (\$30) per square foot per annum ("Fixed Fee") in equal monthly installments, for each of the Site(s) numbered 1, 2, 3, 4, 7, 8, 9, 13, 14, 15, 16, 17, 18, 21, 23, 24, 25, 30, 31, 32 and 33 on Exhibit A.

4.2 First Interim Minimum Fee/First Interim Percentage Fee.

In addition to the Fixed Fee, for the period ("First Interim Fee Period") commencing February 1, 1989, and expiring on May 31, 1989, the Concessionaire shall pay to the City, without notice, demand, abatement, deduction or set-off, except as otherwise provided herein, the greater of:

- (A) twenty-five percent (25%) of the Gross Receipts, as hereinafter defined, received or derived by the Concessionaire from Concession Operations during the First Interim Fee Period ("First Interim Percentage Fee"); or

- (B) Two Hundred Fifty Thousand Dollars (\$250,000.00) for each month during the First Interim Fee Period ("First Interim Minimum Fee") which is equivalent to an annualized fee of Three Million Dollars (\$3,000,000.00).

4.3 Schedule Of First Interim Minimum Fee/First Interim Percentage Fee Payments.

Beginning on February 1, 1989, and on the first (1st) day of each month thereafter during the First Interim Fee Period, the Concessionaire shall pay to the City Comptroller of the City of Chicago ("City Comptroller") a sum equal to one-twelfth (1/12) of the Fixed Fee plus the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).

Within fifteen (15) days after the end of each calendar month comprising the First Interim Fee Period, the Concessionaire shall pay to the City Comptroller the sum equal to the amount, if any, by which the First Interim Percentage Fee for said calendar month exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00).

Within fifteen (15) days after the end of each calendar month comprising the First Interim Fee Period, the Concessionaire shall furnish to the City Comptroller and the City a separate monthly report certified by an officer of the Concessionaire of the Gross Receipts of each Concession Location(s). The form of said monthly report will be provided by the City to the Concessionaire in advance of the Commencement Date.

4.4 Second Interim Minimum Fee/Second Interim Percentage Fee.

In addition to the Fixed Fee, for the period ("Second Interim Fee Period") commencing on June 1, 1989, and expiring on September 30, 1989, the Concessionaire shall pay to the City, without notice, demand, abatement, deduction or set-off except as otherwise provided herein, the greater of:

- (A) twenty-five percent (25%) of the Gross Receipts, received or derived by the Concessionaire from Concession Operations during the Second Interim Fee Period ("Second Interim Percentage Fee"); or
- (B) Three Hundred Sixteen Thousand Six Hundred and Sixty-six Dollars (\$316,666.00) for each month during the Second Interim Fee Period ("Second Interim Minimum Fee") which is equivalent to an annualized fee of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00).

4.5 Schedule Of Second Interim Minimum Fee/Second Interim Percentage Fee Payments.

Beginning on June 1, 1989, and on the first (1st) day of each month thereafter during the Second Interim Fee Period, the Concessionaire shall pay to the City Comptroller a sum equal to one-twelfth (1/12) of the Fixed Fee plus Three Hundred Sixteen Thousand Six Hundred and Sixty-six Dollars (\$316,666.00).

Within fifteen (15) days after the end of each calendar month comprising the Second Interim Fee Period, the Concessionaire shall pay to the City Comptroller the sum equal to the amount, if any, by which the Second Interim Percentage Fee for said calendar month exceeds Three Hundred Sixteen Thousand Six Hundred and Sixty-six Dollars (\$316,666.00).

Within fifteen (15) days after the end of each calendar month comprising the Second Interim Fee Period, the Concessionaire shall furnish to each the City Comptroller and the City a separate monthly report certified by an officer of the Concessionaire of the Gross Receipts of each Concession Location(s). The form of said monthly report will be provided by the City to the Concessionaire in advance of the Commencement Date.

4.6 First Minimum Annual Fee/First Annual Percentage Fee.

In addition to the Fixed Fee, for each full Fiscal Year (as hereinafter defined) during the period ("First Minimum Fee Period") commencing on October 1, 1989, and expiring on September 30, 1994, the Concessionaire shall pay to the City, without notice, demand, abatement, deduction or set-off except as otherwise provided herein, the greater of:

- (A) Four Million One Hundred Thousand Dollars (\$4,100,000) ("First Minimum Annual Fee"), provided, however, such First Minimum Annual Fee shall be increased to Four Million Three Hundred Thousand Dollars (\$4,300,000) on the date which is 180 days after the latter to occur of the City's (i) identification and turning over to Concessionaire of either Concession Location numbered 24 or 31; and (ii) approval of the Concessionaire's Construction Plans for said Concession Location numbered 24 or 31; or
- (B) twenty-five percent (25%) of the Gross Receipts received or derived by the Concessionaire from Concession Operations for each Fiscal Year ("First Annual Percentage Fee"); or
- (C) an amount equal to eighty percent (80%) of the First Minimum Annual Fee and First Annual Percentage Fee paid by the Concessionaire to the City for the preceding Fiscal Year ("First Annual Prior Fee"), provided that this subsection 4.6(C) shall not become effective until after the completion of the Concessionaire's first Fiscal Year.

As used in this Agreement, the term "Fiscal Year" means such period beginning October 1 of each year and ending September 30 of the following year. Unless the context provides otherwise, the term "Fees", as used in this Agreement, shall mean and include the Fixed

Fee, First Interim Percentage Fee, First Interim Minimum Fee, Second Interim Percentage Fee, Second Interim Minimum Fee, First Annual Prior Fee, the First Minimum Annual Fee, the First Annual Percentage Fee, Second Minimum Annual Fee, Second Annual Percentage Fee and Second Annual Prior Fee.

4.7 Schedule Of Payments During Fiscal Year.

The Concessionaire shall pay the City Comptroller each month in advance during each Fiscal Year during the First Minimum Fee Period a sum equal to one-twelfth (1/12th) of the First Minimum Annual Fee or First Annual Prior Fee, whichever is greater. Within fifteen (15) days after the end of each calendar month during a Fiscal Year, the Concessionaire shall pay the City Comptroller a sum equal to the amount, if any, by which the First Annual Percentage Fee for said month exceeds the amount prepaid as the First Minimum Annual Fee or First Annual Prior Fee for that month. Notwithstanding the foregoing provisions, it is understood by the parties that it will not be known whether the First Minimum Annual Fee or First Annual Prior Fee will be paid for each of the Fiscal Years from and after October 1, 1990, at the time the first monthly payment is due for each such Fiscal Year; therefore, the first monthly payment for each such Fiscal Year shall equal one-twelfth (1/12) of the First Minimum Annual Fee or First Annual Prior Fee established for the preceding Fiscal Year and the second monthly payment shall be in an amount which when taken together with the first monthly payment will equal one-sixth (1/6) of the First Minimum Annual Fee or First Annual Prior Fee for the then current Fiscal Year as established under Section 4.6.

Within fifteen (15) days after the end of each calendar month during each Fiscal Year, the Concessionaire shall furnish to each, the City Comptroller and the City, a separate monthly report certified by an officer of the Concessionaire of the Gross Receipts of each Concession Location(s). The form of said monthly report will be provided by the City to the Concessionaire in advance of the Commencement Date.

4.8 Second Minimum Annual Fee/Second Annual Percentage Fee.

In addition to the Fixed Fee, for each full Fiscal Year during the period ("Second Minimum Fee Period") commencing on October 1, 1994 and expiring on January 31, 1996, the Concessionaire shall pay to the City, without notice, demand, abatement, deduction or set-off except as otherwise provided herein, the greater of:

- (A) Five Million Three Hundred Thousand Dollars (\$5,300,000.00) ("Second Minimum Annual Fee"); or
- (B) twenty-five percent (25%) of the Gross Receipts received or derived by the Concessionaire from Concession Operations for each Fiscal Year ("Second Annual Percentage Fee"); or

- (C) for the Fiscal Year of October 1, 1994, to September 30, 1995, an amount equal to eighty percent (80%) of (1) the First Minimum Annual Fee and First Annual Percentage Fee paid by the Concessionaire to the City for the Fiscal Year ending September 30, 1994; or (2) the First Annual Prior Fee for the Fiscal Year ending September 30, 1994; or
- (D) for the Fiscal Year commencing October 1, 1995, an amount equal to eighty percent (80%) of the Second Minimum Annual Fee and Second Annual Percentage Fee paid by the Concessionaire for the Fiscal Year ending September 30, 1995 (the amount to be paid under subsections 4.8(C) and 4.8(D) hereinafter referred to as "Second Annual Prior Fee").

4.9 Schedule Of Payments During Fiscal Year.

The Concessionaire shall pay the City Comptroller each month in advance during each Fiscal Year during the Second Minimum Fee Period a sum equal to one-twelfth (1/12th) of the Second Minimum Annual Fee or Second Annual Prior Fee, whichever is greater. Within fifteen (15) days after the end of each calendar month during a Fiscal Year, the Concessionaire shall pay the City Comptroller a sum equal to the amount, if any, by which the Second Annual Percentage Fee for said month exceeds the amount prepaid as the Second Minimum Annual Fee or Second Annual Prior Fee for that month. Notwithstanding the foregoing provisions, it is understood by the parties that it will not be known whether the Second Minimum Annual Fee or Second Annual Prior Fee will be paid of the Second Minimum Annual Fee for the Fiscal Years, from and after October 1, 1994, at the time the first monthly payment is due for each such Fiscal Year; therefore, the first monthly payment for such Fiscal Year shall equal one-twelfth (1/12) of the Second Minimum Annual Fee and the second monthly payment shall be in an amount which when taken together with the first monthly payment will equal one-sixth (1/6) of the Second Minimum Annual Fee or Second Annual Prior Fee for said Fiscal Year as established under Section 4.8.

Within fifteen (15) days after the end of each calendar month during each Fiscal Year, the Concessionaire shall furnish to each, the City Comptroller and the City, a separate monthly report certified by an officer of the Concessionaire of the Gross Receipts of each Concession Location(s). The form of said monthly report will be provided by the City to the Concessionaire in advance of the Commencement Date.

4.10 Pro Rata Payment.

Except as otherwise specifically provided herein:

- (A) If the First Minimum Annual Fee is increased pursuant to Subsection 4.6(A) upon any date other than the first day of the Fiscal Year, then the two amounts of First Minimum Annual Fee shall be paid by the Concessionaire to the City

pro rata during such Fiscal Year in the same proportion that the number of days said amount is in effect for said Fiscal Year bears to the total numbers of days in the Fiscal Year.

- (B) If the Second Annual Minimum Fee Period expires upon any date other than the last day of the Fiscal Year, the Fees for said Fiscal Year shall be paid by the Concessionaire to the City pro rata in the same proportion that the number of days the Agreement is in effect for that Fiscal Year bears to the total number of days in that Fiscal Year.
- (C) If the termination of this Agreement falls upon any day other than the last day of the last month of the Fiscal Year, the Fees for said month and Fiscal Year shall be paid by the Concessionaire to the City pro rata in the same proportion that the number of days the Agreement is in effect for that Fiscal Year bears to the total numbers of days in that Fiscal Year.

4.11 Interest For Late Payment.

In the event of delinquency by the Concessionaire for a period of ten (10) days or more in its payment to the City of the Fees, and without waiving any remedy or right of action available to the City, including the right to receive interest, the City may accept any late payment of Fees or other payments owed. The Concessionaire shall pay to the City interest on all late payments of Fees or other payments owed at the rate of eighteen percent (18%) per annum from the date such Fees or other payments were due and payable until paid.

4.12 Records Of The Concessionaire.

The Concessionaire shall keep true and accurate accounts, records, books and data of its Concession Operations which shall, among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid); the Gross Receipts of the Concession Operations; the aggregate amount of all sales, services and orders; and the aggregate amount of all the Concessionaire's Concession Operations at the Airport. All forms of records and cash registers and all methods of accounting used by the Concessionaire shall be approved by the City prior to their use, and, provided such methods are consistent with generally accepted accounting procedures, such approval shall not be unreasonably withheld.

The term "Gross Receipts" as used herein shall be construed to mean and include all revenues, however derived from the Concession Operations, including without limitation the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name, and nature, regardless of when or whether paid or not, together with the aggregate amount of all exchanges of goods, wares, merchandise, and services for like property or services at the selling price thereof as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater, but shall exclude: (a) federal, state, municipal or other governmental excise taxes (except federal

manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by the Concessionaire directly from patrons or customers or as a part of the price of any goods, wares, merchandise, services, or displays and paid over in turn by the party so collecting to any governmental agency, but this provision shall not excuse the Concessionaire from paying to governmental agencies all taxes for which it may be liable to them; (b) sales made to employees at a discount, (c) any refunds for Merchandise returned by customers; and (d) receipts from sales of stamps.

The Concessionaire shall maintain an adequate and reasonable system of internal control procedures which must be described by the Concessionaire in writing and submitted to the City Comptroller within thirty (30) days after the Commencement Date. Any changes to the internal control procedures must be reported to the City in writing thirty (30) days prior to the effective date of change. If the City Comptroller reasonably requires additional internal controls or procedures, the Concessionaire agrees to comply with these requirements.

4.13 Books, Records And Audits.

Concessionaire shall maintain at its office in Chicago or make available in Chicago if requested its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom, at Concessionaire's expense, as may be necessary to make a full, proper and complete audit of all business transacted by Concessionaire in connection with its operation hereunder. Alternatively, Concessionaire at its option may provide transportation and other related expenses for a representative of City to examine Concessionaire's books and records maintained at a location other than in the City of Chicago.

4.14 Financial Reports.

Within one hundred twenty (120) days after the close of the First Interim Fee Period, Second Interim Fee Period, each full or partial Fiscal Year or the termination of the Agreement through passage of time or otherwise, Concessionaire will provide the Commissioner of Aviation, and the City Comptroller with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. If as a result of the preparation of the Concessionaire's Statement of Sales and Fees it is determined that the Concessionaire has overpaid Fees for the First Interim Fee Period, Second Interim Fee Period or any Fiscal Year or partial Fiscal Year, the Concessionaire shall be entitled to apply any such overpayment against any future monthly payment(s) of Fees upon providing the City with written notice of such action; provided, further, that if any overpayment of any such Fees exists upon the expiration of the Term, the City shall refund

the amount of such overpayment to the Concessionaire within sixty (60) days of being provided with notice of such overpayment by Concessionaire and a copy of Concessionaire's Statement of Sales and Fees as required hereunder. Concessionaire must inform the Commissioner of Aviation and the City Comptroller of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Commissioner of Aviation and the City Comptroller. The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by Air Ventures for the year ended _____ relating to the newsstand concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and W. H. Smith of Illinois, Inc. dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Concessionaire's expense.

Concessionaire shall, upon request, furnish such other further financial or statistical reports as the Commissioner of Aviation or the City Comptroller may, from time to time, require.

4.15 Abatement Of Fees.

- (A) If any portion of one or more of the Concession Location(s) hereunder is partially damaged by fire or other casualty but not rendered untenable and does not affect the Concession Operations, the Fees required to be paid hereunder shall not abate.
- (B) If any portion of one or more of the Concession Location(s) hereunder is so damaged by fire or any other casualty as to render any portion of the Concession Location(s) untenable, the Fixed Fee for that Concession Location(s) shall totally abate and the First Interim Minimum Fee, the Second Interim Minimum Fee, the First Minimum Annual Fee, First Annual Prior Fee, Second Minimum Annual Fee and Second Annual Prior Fee shall abate proportionately (said proportionate abatement to be equivalent to the average percentage derived by adding (i) the percentage that the Gross Receipts for the

damaged Concession Location(s) for the previous three (3) months immediately preceding the fire or other casualty represents of the total Gross Receipts for all the Concession Location(s) for said period and (ii) the percentage that the square footage for the damaged Concession Location(s) represents of the square footage for all Concession Location(s) and dividing by two (2) from the date of such damage until such time as the damaged Concession Location(s) is available for beneficial occupancy or a Relocation Site(s) is made available to Concessionaire for beneficial occupancy pursuant to the provisions of Section 2.6 as a substitute for such damaged Concession Location(s). The applicable percentage fee shall continue to be paid during this period.

- (C) If any passenger terminal or concourse within which one or more of the Concession Location(s) is located shall be so damaged or destroyed so as to result in the cessation of operation of said terminal or concourse, the Fees shall abate as provided in Subsection 4.15(B) until such time as the passenger terminal or concourse is replaced and replacement Concession Location(s) constructed by the City are made available to the Concessionaire for beneficial occupancy pursuant to Section 2.6 and Article 12.
- (D) If any passenger terminal or concourse containing one or more of the Concession Location(s) is damaged by fire or any other casualty which results in repairs or alterations thereto and as a result thereof the traveling public is partially or totally diverted from the Concession Location(s) (even though there may be no damage to the Concession Location(s)), the Fees shall totally abate as provided in Subsection 4.15(B) above if the diversion is total or if the diversion is partial the Fees shall abate to reflect such interference with the normal operation of the Concession Operation(s) therein, with the abatement to be reasonably agreed upon by the parties.
- (E) If any of the Concession Location(s) shall become untenable as a result of the occurrence of any of the events described in Article 10, the Fees payable hereunder shall either abate permanently as provided for in Article 10 or for such periods of untenability as provided in Subsection 4.15(B).
- (F) In the event of an interruption or reduction in Concession Operations beyond the control of Concessionaire, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in a reduction in any calendar month at the Airport in Gross Receipts by an amount greater than thirty percent (30%), when compared to the immediately previous three (3) months average for Gross Receipts, and such reduction continues for more than one calendar month, Concessionaire shall be entitled to a proportionate reduction in the First Interim Minimum Fee, Second Interim Minimum Fee, First Minimum Annual

Fee, First Annual Prior Fee, Second Minimum Annual Fee and Second Annual Prior Fee (sometimes hereinafter individually referred to as the "Applicable Minimum Fee"), as determined in accordance with this Subsection 4.15(F). Beginning with the month following the month that the Gross Receipts levels are reduced by greater than thirty percent (30%) when compared to the previous three (3) month average for Gross Receipts, the Applicable Minimum Fee shall be reduced pro rata for said month by the average percent, or fraction thereof, that the reduced Gross Receipts level in said month exceeds thirty percent (30%) of the aforementioned three (3) month average for Gross Receipts. Such reduction in the Applicable Minimum Fee shall apply until the Gross Receipts level for a calendar month returns to eighty percent (80%) of the aforementioned three (3) month average for Gross Receipts. The Fees other than the Applicable Minimum Fee shall not be affected. Notwithstanding the provisions of this Section 4.15(F), the Concessionaire shall be required to pay no less than the First Minimum Annual Fee or the Second Minimum Annual Fee; provided, however, that if such interruption or reduction in Concession Operations continues for a period of twelve (12) consecutive months then in such event the Applicable Minimum Fee shall be reduced without limitation pro rata for any month thereafter by each percentage point, or fraction thereof, that the reduced Gross Receipts level in said month exceeds thirty percent (30%) of the aforementioned three (3) month average until the Gross Receipts level for a calendar month returns to eighty percent (80%) of the aforementioned three (3) month average for Gross Receipts.

- (G) The abatement of Fees as provided in Subsections 4.15(A), (B), (C), (D) and (E) shall also apply to affected Storage Site(s) and the Fixed Fee paid for said affected Storage Site(s).

Article 5.

General Description Of The Concession Operations.

5.1 Merchandise.

In connection with the Concessionaire's Concession Operations within the Concession Location(s), the Concessionaire shall have the right to and shall sell, vend and dispense, on an exclusive, a partial exclusive or a non-exclusive basis those items of merchandise as set forth in Exhibit C attached hereto and made a part thereof (the "Merchandise"); provided, that with respect to newspapers the Concessionaire shall have the right to and shall sell, vend and dispense said newspapers on an exclusive basis in the Existing Facilities except that such exclusive shall not be deemed to be violated by the existing newspaper vending machines located in that portion of the Existing Facilities excluding Concourse B/C as of the Commencement Date from which the City receives no revenue or percentage of the gross receipts from the sale of newspapers from said vending machines. Notwithstanding

the foregoing, if resolution of any court proceedings requires that publishers or distributors be able to sell newspapers at locations within Concourse B/C other than the Concession Location(s) in said Concourse B/C, then the Concessionaire agrees that its right to exclusively sell newspapers in Concourse B/C shall be subject to the resolution of such proceedings; provided, further, if the City offers an Additional Site(s) to the Concessionaire which the Concessionaire declines to accept pursuant to the provisions of Section 2.7, then Concessionaire agrees that its rights to exclusively sell newspapers, periodicals and magazines solely with respect to those Additional Site(s) not accepted by Concessionaire shall be waived. The Concessionaire shall not sell items other than the Merchandise without the prior written authorization of the City which authorization shall not be unreasonably withheld or delayed.

5.2 News Publications.

The Concessionaire agrees to carry any newspapers which a publisher or distributor seeks to be carried by the Concessionaire. The Concessionaire shall prominently display not less than all daily news publications included within the Merchandise and shall prominently display a list identifying the remainder of the news publications included within the Merchandise.

5.3 Boundaries.

The Concessionaire shall not place or install any racks, stands, stamp dispensing machines or display of Merchandise or trade fixtures directly on the boundaries or outside the boundaries of the Concession Location(s) without the prior authorization of the City. The Concessionaire shall not place any Merchandise or other objects directly on or outside the boundaries of the Storage Site(s).

5.4 Operations.

A material condition of this Agreement is that Concessionaire shall operate its Concession Operations in accordance with the following:

- (A) Unless and only if authorized by the City, the Concessionaire shall not install or operate any coin or token activated vending machines or devices of any nature, kind or type, except the Concessionaire may install stamp dispensing machines.
- (B) The Concessionaire shall conduct its Concession Operations in a first class, businesslike, efficient, courteous, and accommodating manner consistent with the "Physical Inspection Standards" which appear as Appendix I in the City's Airport Concession Monitoring Program Handbook (except as may

otherwise be provided in this Agreement). The City shall have the right to make reasonable objections to the appearance and condition of the Site(s). The Concessionaire agrees to discontinue or remedy any objectionable practice, appearance or condition within forty-eight (48) hours of its receipt of a written request by the City.

- (C) The Concession Operations at the Airport are a service to the users of the Airport. The Concessionaire will provide the following public services to the extent that these services do not interfere with Concession Operations: giving directions and assisting the public generally.
- (D) The Concessionaire shall carry a reasonable amount of each item comprising the Merchandise in stock, within the Concession Location(s). The Merchandise shall be new, fresh and of top quality. The Concessionaire shall maintain a reasonably adequate sales force and use the utmost skill and diligence in the conduct of its Concession Operations. All employees of the Concessionaire shall be clean, courteous, neat in appearance and helpful to the public. While on duty, the Concessionaire's employees shall be identified by uniform.
- (E) The Concessionaire shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the Concession Operations, to render day-to-day decisions and to take all necessary operational actions in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the Concession Operations are open to the public.
- (F) The Concessionaire agrees to take all reasonable measures to maintain, develop and increase the Concession Operations. The Concessionaire will not divert or cause to be diverted any business from the Airport.
- (G) The Concession Location(s) numbered 23 and 30 on Exhibit A shall remain open to serve the public eighteen (18) hours a day from 6:00 A.M. to 12:00 midnight seven (7) days per week; each and every one of the remaining Concession Location(s) shall remain open at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M. seven (7) days per week; provided, however, that if the City reasonably deems it necessary to serve the traveling public, the Concessionaire shall keep such Concession Location(s) as identified by the City open for such longer periods as agreed to by the parties.
- (H) The Concessionaire shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments, including subdivisions thereof, which may be applicable to the Concession Operations.
- (I) The Concessionaire at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the Concession Operation. The Concessionaire shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Concession

Location(s) in accessible locations within the Concession Location(s) boundaries. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Concession Location(s) is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in places at the Airport to be designated by the City with reasonable access to be provided by the City.

- (J) Except as otherwise provided in Article 6.1 hereof regarding maintenance obligations, the Concessionaire shall bear at its own expense all costs of operating the Concession Operations and shall pay all costs connected with the use of the rights and privileges granted hereunder, including but not limited to all utilities, maintenance, insurance, tax, janitorial service and supply, permit and license costs.
- (K) The Concessionaire may at its own expense install and operate necessary and appropriate identification signs at the Airport, subject to the prior approval of the City as to the number, size, height, location and general type and design of such signs, which approval shall not be unreasonably withheld. Such approval shall be subject to reasonable revocation by the City at any time if such renovation applies to all concessions located in a concourse or general area designated by the City.
- (L) The Concessionaire shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Concession Locations without the prior express written consent of the City, which consent shall not be unreasonably withheld or delayed.
- (M) The Concessionaire shall permit the installation in any of the Site(s) of a system for flight announcements and other information broadcast over that system if in the reasonable opinion of the City such installation is necessary and such installation does not unreasonably interfere with the Concession Operations.
- (N) Except as otherwise provided in Section 6.1 hereof regarding maintenance obligations, the Concessionaire shall at its own expense maintain in good order and repair the Concession Location(s) and Storage Site(s), all of the improvements and trade fixtures, enclosure walls and doors therein keeping the same clean, safe functioning and sanitary. The Concessionaire shall keep clean the interior and exterior of all glass enclosures except where inaccessible to the Concessionaire. The Concessionaire shall maintain and repair at its own expense any damage caused by Concession Operations and to replace any facility of the City used by the Concessionaire which requires replacement by reason of the Concessionaire's use thereof, reasonable wear and tear excepted, with a facility of equal quality.
- (O) The City may inspect the Concession Operations, including the quality and price of the Merchandise, the quality of service, the adequacy of displays, and the maintenance of the Site(s), at such reasonable times as the City shall deem

necessary. The Concessionaire shall cooperate in such inspections and provided any documentation required by the City.

- (P) The pricing and quality of the Merchandise will be in accordance with the highest standards for this type of concession operation. The prices charged by the Concessionaire shall not exceed the prices customarily charged for similar merchandise in quality retail facilities serving the traveling public with rental or concession payment provisions comparable to those payment provisions contained in this Agreement. At any time, and from time to time, the City may review the Concessionaire's price and quality of the Merchandise then being offered for sale and require a reasonable reduction of prices, or improvements in quality of the Merchandise or particular items, so that pricing and quality of the Merchandise or particular items will be in accordance with the standards set forth in this Subsection 5.4(P). The City shall meet and confer with the Concessionaire regarding such matters but the Concessionaire acknowledges that the Commissioner's reasonable determination as to the quality and price of the Merchandise consistent with the standards set forth in this Subsection 5.4(P) is final. The Concessionaire shall have sixty (60) days within which to correct, rectify or modify its prices and quality upon written notice by the Commissioner. It is understood and agreed between the parties hereto that the City may fine the Concessionaire Fifty Dollars (\$50.00) per day per violation of this Subsection 5.4(P) and may seek to enforce the provisions of this Subsection 5.4(P) by way of injunction in a court of competent jurisdiction, but that any alleged violation of the provisions of this Subsection 5.4(P) by the Concessionaire shall not be considered a default under Article 21 hereof.
- (Q) To the extent that the authority granted to Concessionarie in Section 5.1 to sell, vend and dispense any item of Merchandise as set forth in Exhibit C is in conflict with the rights of Faber Drug Co., Inc., pursuant to the Drugstore Concession Agreement approved by the City Council of the City of Chicago on July 29, 1988, to sell, vend or dispense any item of merchandise set forth in said concession agreement, the Concessionaire shall not sell, vend or dispense such item of Merchandise.

Article 6.

Maintenance And Improvements.

6.1 Maintenance Of Structures.

The City shall maintain the structures, the roofs, interior walls, electrical service up to the outer boundaries of the Concession Location(s), heating, ventilation, air conditioning systems, sprinklers, smoke detectors and other life safety systems of the Airport.

6.2 City Improvements.

(A) The City shall provide the following improvements in the Concourse B/C Site(s) numbered 21, 23 and 30 on Exhibit A which City Improvements shall comply with the City of Chicago Building Code:

- (1) Painted hollow metal steel frame and glass storefront with painted metal signage panel. Closure shall be sliding tempered glass doors of the overhead track type. Frames and mullions shall have a 1-1/2 inch face dimension with an 8 inch high base. Vertical members shall be spaced according to a 5 foot 0 inch module;
- (2) Painted 3/4 inch plaster on concrete block with vinyl base;
- (3) Combination suspended linear aluminum, perforated with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Facia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment;
- (4) Carpet in project standard pattern No. 2;
- (5) Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel facia included as portion of ceiling;
- (6) Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required;
- (7) Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by the City. Subsequent relamping shall be performed by the Concessionaire at the Concessionaire's expense;
- (8) One 120 volt-shared circuit duplex electrical outlet per 150 square feet of the Concession Location(s). Wall-mounted with brushed chrome coverplate; and
- (9) One outlet and associated wiring per 200 square feet of the Concession Location(s) wall mounted with brushed chrome coverplate.

(B) The City shall provide the following improvements (improvements in Subsections 6.2(A) and 6.2(B) hereinafter collectively referred to as "City Improvements") (consistent with establishing Airport standards and the Chicago Building Code) with respect to Concession Locations numbered 7, 8,

12, 13, 14, 15, 16, 25 and any Additional Site(s) which may be provided to Concessionaire pursuant to Section 2.7:

- (1) electrical service to outer boundaries of the Concession Location or Additional Site;
- (2) heating, ventilating and air conditioning systems; and
- (3) sprinkler system, smoke detectors and life safety systems.

6.3 Concessionaire Improvements.

The Concessionaire shall, except for City Improvements where applicable, completely construct, furnish and equip with improvements ("Concessionaire Improvements") pursuant to the Construction Plans the Concession Locations within the periods listed below; provided, however, the periods indicated below for each Concession Location shall not commence until the City has for each said Concession Location completed the City Improvements as may be required pursuant to Subsections 6.2(A) and 6.2(B), approved the Concessionaire's Construction Plans and relinquished possession to Concessionaire.

- (A) Concession Locations numbered 7, 8, 12, 13, 14, 15, 16, 21, 23, 25, 26 and 30 -- ninety (90) days;
- (B) Concession Locations 24 and 31 -- one hundred eighty (180) days;
- (C) Additional Site(s) shall be completed within ninety (90) days unless such Additional Site(s) shall be comparable to Concession Locations numbered 24 and 31 in which case the said Additional Site(s) shall be completed within one hundred eighty (180) days.

6.4 Concessionaire's Construction Representations.

- (A) The construction of the Concessionaire Improvements shall not commence until the City has approved the Construction Plans pursuant to Section 6.5 hereof;
- (B) The Concessionaire Improvements shall conform to and comply with the Construction Plans as approved by the City and shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible with and comparable to other quality stores at other major airports;
- (C) The Concessionaire shall give or cause to be given to the City and the Commissioner of Public Works of the City of Chicago advance notice of the

commencement of construction, and shall cause its contractors and subcontractors to provide reasonable and necessary facilities for inspection;

- (D) All work shall be done in a good and workmanlike manner with materials of the highest quality and shall comply with the City of Chicago Building Code and ordinances;
- (E) During the period of construction, all construction work, workmanship, materials and installation shall be subject at all times to inspection by the City;
- (F) The Concessionaire shall maintain all necessary and adequate insurance as may be reasonably determined by the City;
- (G) The average of the capital investment for Concessionaire Improvements (exclusive of financing costs, interest, inventory, pre-opening expense or intracompany charges related to construction except for architectural and engineering charges and the salary of a construction expeditor of not more than seventeen percent (17%) of total capital investment) for the Concession Locations identified in Subsections 6.3 (A) and (B) shall be in the minimum amount of One Hundred and Fifty Dollars (\$150.00) per square foot;
- (H) Upon completion of Concessionaire Improvements, the Concessionaire shall provide the City a statement certified by the Concessionaire's architect setting forth the total construction costs with appropriate detail showing the costs of decoration, furnishings, fixtures and equipment as well as copies of such receipted invoices as the City may request; and
- (I) If the total average of the capital investment for Concessionaire Improvements for the Concession Locations identified in Subsection 6.3(A) and (B) is less than One Hundred and Thirty-five Dollars (\$135.00) per square foot, the Concessionaire shall pay to the City the difference between the amount spent or incurred and One Hundred and Fifty Dollars (\$150.00) per square foot.

6.5 Construction Plans.

The Concessionaire shall provide the City as provided below construction plans and specifications ("Construction Plans") for Concessionaire Improvements to the Concession Locations and any Additional Site(s). Within twenty-one (21) days following the Commencement Date, the Concessionaire shall submit to the City two (2) sets of Construction Plans for Concessionaire Improvements for the Concession Locations numbered 7, 8, 12, 21, 23, 25, and 30 on Exhibit A, which Construction Plans shall include decor schematics, complete architectural details, the nature, type, kind and quality of materials to be used in Concessionaire Improvements and such other detail or information as the City may reasonably request. Within twenty-one (21) days after submission of the Construction Plans by the Concessionaire to the City, the City shall return one set of the Construction Plans to the Concessionaire with comments and either approval or request for resubmission. If resubmission is requested by the City, the Concessionaire shall provide

such resubmission not later than ten (10) days after receipt of the request for resubmission. The City shall respond to further submittals or modifications in the Construction Plans by the Concessionaire within ten (10) days and the City shall either approve or request additional submittals (indicating the reasons therefor) within ten (10) days with said process continuing until the Construction Plans are approved.

The Concessionaire shall provide the City with Construction Plans for Concession Locations numbered 13, 14, 15, 16, 24 and 31 and any Additional Site(s) within ninety (90) days after the exact location and boundaries and construction standards for said Concession Locations and Additional Site(s) are established by the City and provided to Concessionaire.

6.6 Failure To Complete.

If the Concessionaire fails to complete the Concessionaire Improvements for any Concession Location(s) within ninety (90) or one hundred eighty (180) days as provided in Section 6.3 (except for Unavoidable Delay as defined in Article 31), the City may withdraw any uncompleted Concession Location(s) from Exhibit A and such Concession Location(s) will no longer be a Concession Location(s), provided, however, that the Fees for such withdrawn Concession Location(s) shall not abate.

6.7 Alterations, Additions Or Replacements.

Other than the Concessionaire Improvements and such other improvements as hereinabove set forth, the Concessionaire shall construct no improvements, alterations, additions or replacements to or within any Site(s) without obtaining the City's written approval in advance thereof, which approval shall not be unreasonably withheld or delayed. The Concessionaire shall also obtain written approval from the City and the Commissioner of Public Works of the City of Chicago before installing any equipment which requires new electrical or plumbing connections or changes in those installed on the Concession Location(s) as of the Commencement Date, which approval shall not be unreasonably withheld or delayed.

Article 7.

Warranties As To Sites.

7.1 Concessionaire Warranties As To Site(s).

The Concessionaire shall at all times throughout the Term maintain the improvements and all other portions of the Site(s) in good and serviceable condition and repair except for

such maintenance as provided for in Section 6.1 which shall be the responsibility of the City.

7.2 City's Assignment Of Warranties.

The City assigns to Concessionaire all warranties which the City has received from any of its contractors or subcontractors in conjunction with the City Improvements located in or affecting the Sites and agrees to assist the Concessionaire as may be required in the enforcement of such warranties against such contractors and subcontractors, provided Concessionaire shall reimburse the City for its reasonable costs associated with such assistance.

7.3 Lien Free.

The Concessionaire shall keep the Site(s) and the improvements and facilities constructed thereon free and clear of any and all mechanics', and materialmen's liens. The Concessionaire may in good faith contest the validity of any lien, provided that it supplies the City with such bond or other security the City deems acceptable.

Article 8.

Concessionaire Letter Of Credit.

At the time of the execution hereof, the Concessionaire shall at its own expense provide the City with an irrevocable letter of credit ("Letter of Credit") in the amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000) during the First Interim Fee Period; One Million Nine Hundred Thousand Dollars (\$1,900,000) during the Second Interim Fee Period; the greater of one half the First Minimum Annual Fee or one half of the First Annual Prior Fee during the First Minimum Fee Period; the greater of one half the Second Minimum Annual Fee or one-half of the Second Annual Prior Fee during the Second Minimum Fee Period. If the Concessionaire defaults under this Agreement as provided in Section 21.1 and all cure periods provided therein have expired and such Default (as hereinafter defined) has not been cured by the Concessionaire, then the City may without further notice draw down by sight draft the amount owed (plus applicable interest as provided hereunder) by the Concessionaire if the Default pertains to the failure to pay any Fees (the drawing down of said amount by the City to pay the outstanding Fees and any applicable interest shall be deemed to be a cure of said Default) or the entire amount of the Letter of Credit in the event of any other Default under Section 21.1. The sight draft need only be accompanied by (a) a written instrument signed by the Commissioner of Aviation of the City of Chicago (the "Commissioner") requesting the applicable amount of the Letter of Credit, said instrument to be dated no earlier than the expiration date of the cure period applicable to the Default; and (b) a copy of the Default notice by the City to the

Concessionaire citing the Concessionaire's Default under Section 21.1. Notwithstanding the provisions of this Article 8, if as a result of a final judicial proceeding the Concessionaire is found not to be in default under this Agreement as alleged by the City, Concessionaire shall be entitled to the prompt return of the proceeds of the Letter of Credit drawn down by the City.

Article 9.

Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If To City:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and

City Comptroller
City of Chicago
121 North LaSalle Street
City Hall -- Room 501
Chicago, Illinois 60602

If To Concessionaire:

President
W. H. Smith of Illinois, Incorporated
2141 Powers Ferry Road
Suite 300
Marietta, Georgia 30067

and

Tucker Concessions, Incorporated
Attention: Ms. Martha Tucker
7358 South Stony Island Avenue
Chicago, Illinois 60649

with courtesy copies to:

Alzheimer & Gray
Attention: James M. Kane
10 South Wacker Drive
Suite 3600
Chicago, Illinois 60606

Gordon & Glickson, P.C.
444 North Michigan Avenue
36th Floor
Chicago, Illinois 60611
Attention: Scott L. Glickson

Notices, if personally delivered, shall be deemed given upon receipt and, if mailed, shall be deemed given on the third business day after posting.

Article 10.

Rights Of The Concessionaire.

10.1 Cancellation.

This Agreement shall be subject to cancellation by the Concessionaire after thirty (30) days advance written notice to the City upon the occurrence of any one or more of the following events:

- (A) The permanent abandonment of the Airport by the City;
- (B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such in manner as substantially to restrict the Concessionaire for a period of at least ninety (90) days from operating thereon;
- (C) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days; or
- (D) The City fails to keep, perform, maintain or observe each and every promise, covenant, warranty or agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by the Concessionaire to the City of a written notice of such failure unless the failure cannot be cured within thirty (30) days, and the City is making all reasonable

efforts to cure promptly the failure, then the Concessionaire shall permit the City a reasonable period in which to effect a cure of the default.

In the event the Concessionaire exercises its right to cancel this Agreement pursuant to this Article 10, the Fees shall totally abate as of the date of the occurrence of the event described herein.

Article 11.

Property Rights Upon Termination.

11.1 Early Termination Of Agreement.

Upon the termination of this Agreement for any reason prior to the expiration of the Term, the Concessionaire shall aid the City in all ways possible in continuing the Concession Operations at the Airport. If this Agreement is terminated by the Concessionaire as provided in Article 10, the Concessionaire further agrees to sell any or all of Concessionaire's furniture, equipment, installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent, in or upon the Site(s) to the City, or any interest thereto which Concessionaire may have, should the City notify the Concessionaire in writing within ten (10) days prior to the termination date that the City desires to purchase any or all of said furniture, equipment, installation, additions, partitions, hardware, fixtures and improvements. In the event the City exercises its option to purchase any or all of said furniture, equipment, installations, additions, partitions, hardware, fixtures or improvements it is agreed that the purchase price shall be the fair market value of such items at the date of such termination which for purposes of this Section 11.1 shall be the net book value of such items as established by the Concessionaire's certified public accountant using generally accepted accounting principles. Upon the termination of this Agreement and payment to the Concessionaire of the fair market value as provided above, it is mutually agreed that the Concessionaire shall have no further claim, right, title or interest in or to any of the improvements sold to the City. If this Agreement is terminated by the City as provided in Article 21, then the Commissioner shall have the option, to be exercised by written notice to Concessionaire within ten (10) days prior to said termination, to declare all installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to the Concessionaire, in or upon the Site(s), to be the property of the City without a bill of sale from the Concessionaire.

11.2 Expiration Of Agreement.

Upon the expiration of the Term or any renewal thereof, the Commissioner shall have the option, to be exercised by written notice to Concessionaire within ten (10) days prior to

said expiration, to declare all installations, additions, partitions, hardware, fixtures and improvements temporary or permanent, except movable furniture and equipment belonging to the Concessionaire, in or upon the Site(s) to be the property of the City. If the Commissioner exercises said option, the above-mentioned property shall become the property of the City without a bill of sale from the Concessionaire. The property shall remain on the Site(s) without abatement, allowance or credit to the Concessionaire, and the Concessionaire shall have no further obligations with respect to said property.

11.3 General Provisions.

If prior to the effective date of any termination or expiration of this Agreement through passage of time or otherwise, the City sends the Concessionaire written notice, then the Concessionaire, at the Concessionaire's cost, shall promptly remove such installations, additions, partitions, hardware, light fixtures, trade and non-trade fixtures and improvements (except for the City Improvements) placed in and upon the Site(s) by the Concessionaire as are designated in such notice and repair any damage to the Site(s) caused by such removal, failing which the City may remove the same and repair the Site(s) and the Concessionaire shall pay the cost thereof to the City on demand. The Concessionaire shall retain ownership of all such items whether removed by the Concessionaire or the City. If the City shall fail to exercise any of its rights contained in this Article upon termination of the Agreement, whether through passage of time or otherwise within the prescribed time, then Concessionaire shall have the option of (a) removing within thirty (30) days of the termination date any or all furniture, equipment, installations, additions, partitions, hardware, light fixtures, trade and non-trade fixtures and improvements, temporary or permanent, on the Site(s), in which case the items of property removed shall continue to be owned by the Concessionaire and the items remaining on the Site(s) after said thirty (30) day period shall be owned by the City; or (b) leaving all furniture, trade and non-trade fixtures and improvements, temporary or permanent, on the Site(s) in which case said items shall become the property of the City thirty (30) days after the termination or expiration of the Agreement, with no further obligation or responsibility on the part of the Concessionaire. The Concessionaire, upon removing any of the items described above, shall repair the Site(s) as provided above in this Article 11.

11.4 Additional Site(s).

To the extent the provisions of Sections 11.1, 11.2 and 11.3 are inconsistent with the provisions of Section 2.7 regarding the Concessionaire's right to recapture from the City unamortized costs for Concessionaire Improvements, the provisions of Section 2.7 shall control.

*Article 12.**Damage Or Destruction Of Site(s).***12.1 Partial Or Total Destruction Of Site(s).**

In the event Concessionaire improvements and/or City Improvements within the Site(s) are partially or totally damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement and there remains more than three (3) years of the Term, the Concessionaire shall repair such damage with the insurance proceeds (with the Concessionaire entitled to any excess) as soon as reasonably possible after the City shall have replaced or repaired at its cost the City Improvements required under Article 6 and this Agreement shall continue in full force and effect; provided, however, the Fees payable as to any such damaged or destroyed Site(s) shall abate as provided in Subsection 4.15(B). In the event Concessionaire fails to commence the repair or replacement of a damaged or destroyed Site(s) within thirty (30) days of such casualty where no City Improvements are involved or within thirty (30) days after the City has completed its replacement or repair of City Improvements where City Improvements are located in such Site(s), the City may give written notice to the Concessionaire after said thirty (30) day period of the City's intention to withdraw the affected Site(s) from this Agreement, as of the date of the occurrence of the damage, and thereafter, the Site(s) will no longer be deemed a Site(s); provided, however, that if such damage to the Concessionaire Improvements or City Improvements is caused by an act or omission to act of the Concessionaire, its agent, servants or employees, then the Concessionaire shall repair such damage promptly at its sole cost and expense.

In the event the City elects to withdraw a Site(s) from this Agreement pursuant to this Section 12.1, the Concessionaire shall have the right within ten (10) days after receipt of the required notice to notify the City in writing of the Concessionaire's intention to repair such damage to the Concessionaire Improvements, in which event the Site(s) will continue as a Site(s) and the Concessionaire shall proceed to make such repairs as soon as reasonably possible. If the Concessionaire does not give such notice within the ten (10) day period, the Site(s) will no longer be a Site(s) and the Agreement is terminated as to any such Site(s) provided the Fees payable as to any withdrawn Site(s) shall permanently abate pursuant to the abatement formula set forth in Subsection 4.15(B) and Concessionaire shall promptly remit to the City the insurance proceeds received by Concessionaire for the fire or casualty to such Site(s). The City shall not be required to make any reparation for consequential damages or reparation for any injury or damage by fire or other casualty, except as otherwise provided herein.

12.2 Damage Or Destruction To Passenger Terminal Or Concourse.

If any passenger terminal or concourse at the Airport and any Site(s) located therein, shall be so damaged or destroyed so as to result in the cessation of operation of said terminal or concourse, the City shall decide if it desires to rebuild, repair or replace said passenger terminal or concourse. If the City elects to rebuild, repair or replace said terminal or concourse during the Term of this Agreement, it shall notify the Concessionaire within six (6) months of said fire or casualty in writing of its decision and advise the Concessionaire of the construction schedule for such terminal or concourse. If the notice to Concessionaire from the City indicates that such repair or construction of such terminal or concourse shall be completed more than three (3) years prior to the expiration of the Term and the replacement Site(s) which the City is required to provide Concessionaire in such terminal or concourse are turned over to the Concessionaire within such timeframe with comparable City improvements, then the Concessionaire shall be required to rebuild said Sites with comparable Concessionaire Improvements utilizing the Concessionaire's insurance proceeds. The City shall replace the Site(s) located in such terminal or concourse with substantially comparable Concession Location(s) and/or Storage Site(s) as to size, number and location with equivalent City Improvements.

12.3 Concessionaire's Option.

If less than three (3) years of the Term remains as of the date of a casualty as set forth in Sections 12.1 or 12.2, the Concessionaire may elect within thirty (30) days after such fire or casualty not to repair the damaged Site(s) in which case the Concessionaire shall so notify the City. Upon such notification, the Concessionaire shall relinquish the Site(s) to the City and such Site(s) shall no longer be subject to the terms and conditions of this Agreement. The Fees for such relinquished Site(s) shall permanently abate pursuant to Subsection 4.15(B) as of the date of such fire or casualty and the City shall be entitled to the Concessionaire's insurance proceeds from such fire or casualty for such Site(s).

Article 13.

Insurance.

13.1 Insurance Coverage.

The Concessionaire shall procure and maintain during the Term the following insurance:

- (A) Workmen's Compensation, as required by Illinois law, with employer's liability limits of not less than \$1,000,000 for each accident.

- (B) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 for each occurrence, which shall cover Combined Single Limit Bodily Injury and Property Damage, Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (C) Comprehensive Automobile Liability Insurance, with limits of not less than \$1,000,000 for each occurrence, which shall cover Combined Single Limit Bodily Injury and Property Damage, Employer's Non-ownership Liability and Hired Auto coverages.
- (D) Property Insurance on Concessionaire Improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Site(s), in an amount equal to the full replacement value of Concessionaire's Improvements, fixtures and equipment.

13.2 Insurance Endorsements.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (A) To name as Additional Insureds the City, the Department of Aviation of the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (B) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom a claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Thirty (30) days advance written notice to the City of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and

City Comptroller
City of Chicago
121 North LaSalle Street
City Hall -- Room 501
Chicago, Illinois 60602

13.3 Evidence Of Insurance.

Certificates of insurance evidencing all coverages and endorsements shall be furnished to the City before any Concession Operations may commence under this Agreement. All insurance coverage shall be with a company or companies approved in advance in writing by the City Comptroller.

Article 14.

"First Source" Agreement.

14.1 M.E.T.

Concessionaire shall use the City's Mayor's Office of Employment and Training ("M.E.T.") as its "First Source" for the recruitment, referral, and placement of employees in all "covered positions" required for the Concession Operations.

For purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the workforce at the Airport, job vacancies created as a result of internal promotions or terminations but shall exclude all managerial and administrative positions.

14.2 Notification.

No later than thirty (30) days after the Commencement Date the Concessionaire will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its Concession Operations under this Agreement.

14.3 Job Orders.

On a consistent, continuing and periodic basis, during the Term, the Concessionaire will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form." M.E.T. shall use its best efforts to provide the Concessionaire with an ongoing pool

of eligible job applicants to the Concessionaire in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with the Concessionaire and will refer only qualified applicants who meet that qualification profile. In the event M.E.T. cannot refer the total number of qualified personnel requested, the Concessionaire will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, the Concessionaire agrees to make a good faith effort to hire unemployed Chicago residents.

14.4 Hiring.

The Concessionaire shall make all decisions on hiring employees including referred applicants, however, the Concessionaire shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event the Concessionaire rejects or does not hire a referred applicant, the Concessionaire must notify the City of the disposition of each referral.

14.5 Summaries.

The Concessionaire shall submit quarterly hiring summaries to M.E.T. and the City detailing all personnel actions (hirings, terminations, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. shall track job retention of applicants employed by the Concessionaire under this Agreement for one hundred twenty (120) days after hiring. The Concessionaire agrees to cooperate fully in M.E.T.'s monitoring efforts.

14.6 Failure To Comply.

If at any time during this Agreement the Director of M.E.T., or his or her designee, determines that the Concessionaire has materially violated the First Source requirement of this Agreement, the Director of M.E.T. or his or her designee, shall notify in writing ("Noncompliance Determination Notice") the Concessionaire and the City of the basis for the determination and request the Concessionaire's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specify each alleged violation. The Concessionaire shall respond in writing, with specificity, to the Director of M.E.T., with a copy to the City within twenty (20) days after the receipt of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review the Concessionaire's response and determine whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against the Concessionaire liquidated damages in an amount of dollars not to exceed \$15,000.00 per violation, or he or she may order such remedial action as the Director of M.E.T. may deem appropriate. In the event the Director sustains the determination that the Concessionaire has violated the First Source requirements of this Agreement, and the Concessionaire disputes this conclusion or

believes the amount of damages awarded or other remedial action ordered is improper, the Concessionaire may within twenty (20) days after the date the Concessionaire receives notice that the Noncompliance Determination has been sustained request that the matter be referred to a review panel for final determination. This request should be made in writing to both the City and the Director of M.E.T. Failure to request a review of the Director's order sustaining the Noncompliance Determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of the Concessionaire's rights to contest such determination. Upon the Concessionaire's timely request, a three person review panel will be organized and shall be comprised of one representative selected by the Concessionaire, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the representatives selected by the Concessionaire and the Director of M.E.T. The determination of the review panel shall be a final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by the City and the Concessionaire.

Article 15.

Indemnity.

The Concessionaire agrees to and will indemnify, save and hold harmless and forever defend the City from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of the Concession Operations and the use, occupancy, maintenance or operation of the Site(s), and does hereby agree to assume all the risks in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated therewith, except if due to the fault or negligence of the City, its employees, agents, representatives, contractors or subcontractors. The Concessionaire's obligations delineated in this Article 15 shall not extend to any judicial proceeding (pending, future or concluded) associated with or related to the City's granting to the Concessionaire the exclusive rights to sell newspapers or newspaper-type publications anywhere in the Existing Facilities pursuant to Article 5 of this Agreement.

Article 16.

Ingress And Egress.

Subject to regulations governing the use of the Airport, a copy of which shall be provided to the Concessionaire, the Concessionaire, its agents and servants, patrons and invitees, and its suppliers of services and materials shall have the right of ingress to and egress from the Concession Location(s) and Storage Site(s), at all reasonable times; provided, however, that the suppliers of services and materials shall do so in a reasonable manner and at such times as will not interfere with normal Airport operations.

Article 17.

Assignment And Subletting.

The Concessionaire shall not assign, transfer, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Site(s), without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed; provided, however, if the Concessionaire has not assigned this Agreement to Air Ventures by the Commencement Date, the Concessionaire shall be required to assign this Agreement and the rights granted hereunder to Air Ventures within thirty (30) days of said Commencement Date. In the event of any assignment or other disposition pursuant to this Article 17 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the transferees, successors and assigns of the Concessionaire, including any company with which the Concessionaire may merge or consolidate.

Article 18.

Redelivery.

Immediately at the expiration of the Term or upon any sooner cancellation or termination hereof, as provided hereunder, the City may enter and take exclusive possession of the Site(s) and the Concessionaire shall quit and deliver up the Site(s) to the City peaceably, quietly and in a good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Concessionaire or the City.

Article 19.

Subject To Airline Agreements,

Nondiscrimination And F.A.A. Requirements.

19.1 Airport Use Agreement.

This Agreement is subject to the provisions of Article XVI of an agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the additional provisions of Article IV, entitled "Lease of Terminal Facilities", and to such other provisions of any related agreements as may be pertinent as entered into between the City and scheduled airlines governing use and operation of the Airport.

19.2 Nondiscrimination.

In performing under this Agreement, the Concessionaire shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice.

- (A) The Concessionaire will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include but not be limited to the following: hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Concessionaire shall post in conspicuous places to which employees and applicants for employment have access, notices setting forth the provisions of this nondiscrimination clause. This nondiscrimination clause shall be incorporated by the Concessionaire in all contracts it enters into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, who may perform any such labor or services in connection with this Agreement.

- (B) The Concessionaire shall comply with Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21, to the State Acts approved July 26, 1967, Ill. Rev. Stat., July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 68, Section 1.01 et seq., Ill. Rev. Stat. (1985); July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1985, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington of the City of Chicago.

- (C) To demonstrate compliance with the foregoing, the Concessionaire and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the City.

19.3 Nondiscrimination In The Use Of The Concession Location(s) By The Concessionaire.

This Agreement involves the construction and use of and access to space on, over, and under real property acquired or improved under the Airport Development Aid Program and the Federal Aviation Administration. Therefore, the Agreement involves activity which services the public.

As part of the consideration for this Agreement, the Concessionaire hereby represents and warrants that (1) no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that the Concessionaire shall use the Site(s) in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to the Concessionaire.

Article 20.

Non-Waiver.

Any waiver by the City of any breach by the Concessionaire of any covenant herein contained is not, and shall not be deemed or considered as a continuing waiver by the City and shall not operate to bar or prevent the City from declaring a Default for any succeeding breach either of the same conditions or covenants or otherwise.

Article 21.

Default.

21.1 Default.

Upon the occurrence of any one or more of the events listed below, the Concessionaire shall be deemed in default (an event of default hereinafter referred to as "Default") under this Agreement.

- (A) the Concessionaire fails to pay to the City the Fees or any other payment when due hereunder and such failure shall continue for a period of more than ten (10) days after delivery by the City to the Concessionaire of a written notice of such failure;
- (B) the Concessionaire fails to keep, perform, maintain or observe each and every promise, covenant, warranty or agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by the City to the Concessionaire of a written notice of such failure unless the failure cannot be cured within thirty (30) days, and the Concessionaire is making all reasonable efforts to cure promptly the failure, then the City shall permit the Concessionaire a reasonable period in which to effect a cure of the default; or
- (C) the Concessionaire becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization or seeks the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
- (D) a petition under any part of the federal bankruptcy laws, or any action under any present or future insolvency law or statute, shall be filed against the Concessionaire and shall not be dismissed within sixty (60) days after the filing thereof; or
- (E) by order or decree of a court, the Concessionaire is adjudged bankrupt or an order is entered approving a petition filed by any of the creditors or by any of the stockholders of the Concessionaire seeking the reorganization or the readjustment of indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
- (F) by or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Concessionaire, and such possession or control shall continue in effect for a period of fifteen (15) days; or
- (G) any interest of or in the Concessionaire under this Agreement shall be transferred or encumbered without the prior written approval of the City by reason of death, operation of law, assignment, sublease or otherwise, which approval shall not be unreasonably withheld; or
- (H) the Concessionaire shall voluntarily abandon, desert or vacate any of the Concession Location(s) or discontinue its Concession Operations in whole or in part at any Concession Location(s) except if caused by a fire or casualty or as otherwise permitted under this Agreement; or

- (I) any lien shall be filed against the Site(s) or the Concessionaire's interest hereunder because of any act or omission to act of the Concessionaire, and shall not be discharged by the Concessionaire or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by the Concessionaire, provided the Concessionaire supplies the City with a bond or other security as approved by the City in its sole discretion pursuant to Section 7.3 of this Agreement; or
- (J) upon the occurrence of an event as identified in Article 12 of the Partnership Agreement which gives rise, as a matter of law, to the dissolution of the Partnership or which gives rise to the option to dissolve the Partnership upon exercise of said option; or
- (K) the Concessionaire's failure to assign this Agreement to Air Ventures within thirty (30) days of the Commencement Date as required pursuant to Article 17.

21.2 The City's Remedies.

If the Concessionaire is in default, the City, in its sole discretion, may:

- (A) upon written notice, terminate this Agreement without prejudice to any other remedy or right of action for arrearages of Fees or of other required payment, the termination to be effective on the 31st day following the delivery of the written notice of termination; and
- (B) upon the effective date of the termination, to enter the Site(s) and take exclusive possession of the Site(s); unless by reason of health, safety or otherwise, the City determines that it is necessary for the City to enter the Site(s) and take exclusive possession of the Site(s) immediately upon delivery of the notice of termination. The City may remove or store any property located within the Site(s) at the sole cost and expense of the Concessionaire without the City's being liable to the Concessionaire for damages or loss sustained by the Concessionaire thereby; or
- (C) allow this Agreement to continue in full force and effect and to enforce all of the City's rights and remedies hereunder, including, without limitation, the right to collect Fees as they become due together with interest thereon if not paid when due at the rate of eighteen percent (18%) per annum; and
- (D) pursue any remedy or right of action against the Concessionaire or others which the City may have by operation of law, equity or by contract.

The exercise by the City of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to the City under law, equity or contract. The Concessionaire shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act by the City incidental or related thereto, nor shall the Concessionaire have any right to or claim upon any improvements, except movable furniture and equipment or the value thereof, which may have been installed by the Concessionaire in or on the Site(s) provided, however, that nothing contained in this Article shall limit the Concessionaire's right to contest a claim by the City of default under this Agreement in a court of competent jurisdiction.

Article 22.

Rights Upon Termination.

At the expiration of the Term or upon any sooner cancellation or termination hereof, as provided herein the parties agree as follows:

22.1 Rights Terminated.

Except as otherwise provided herein, all rights, powers and privileges of the Concessionaire under this Agreement shall cease.

22.2 Payments Owed.

The Concessionaire shall pay to the City an amount equal to the sum of the following:

- (A) all amounts owing to the City at the time of the effective date of the termination, including but not limited to any unpaid Fees plus interest thereon on all such amounts from the date due until paid at the rate of eighteen (18%) percent per annum; and
- (B) any and all expenses, costs or fees paid or incurred by the City in connection with the City's exercise of each and every or all of its rights under this Agreement, which expenses, costs or fees specifically include reasonable attorney's fee, provided the City shall prevail with respect to the exercise of said rights.

22.3 Mitigation Of Damages.

The City will undertake reasonable efforts to mitigate its damages, however, efforts by the City to mitigate the damages caused by the Concessionaire's default hereunder shall not constitute a waiver of the City's right to recover damages hereunder.

Article 23.

Independence Of Agreement.

Nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Concessionaire as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Concessionaire is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article 24.

Rules, Regulations, Laws, Ordinances And Licenses.

The City shall have the right to and shall adopt and enforce all reasonable rules and regulations with respect to the use of the Airport, the Concession Location(s), Storage Site(s) and related facilities, which the Concessionaire will observe and obey upon being provided copies thereof. The Concessionaire shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its Concession Operations at the Airport.

Article 25.

Headings.

The headings contained herein are for convenience in reference and are not intended to define, limit or determine the scope of any provision of this Agreement.

Article 26.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article 27.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by the Concessionaire or anyone acting for the Concessionaire.

Article 28.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Illinois.

Article 29.

No Leasehold Interest.

Nothing in this Agreement is intended or shall be deemed to give rise to a lease of real estate by the City or the Concessionaire. This Agreement constitutes a Concession Agreement which permits the Concessionaire to engage in Concession Operations in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to the Concessionaire by the City.

Article 30.

Guarantee Of Smith.

As a condition of and as further consideration for the execution of this Agreement by the City, the Concessionaire has pledged the unconditional guarantee of its parent company, Smith, to ensure the Concessionaire's performance of all contractual obligations under this Agreement, including but not limited to payment of the Fees. A copy of the executed Guarantee is attached hereto as Exhibit D and made a part hereof.

Article 31.

Unavoidable Delay.

Neither the City nor the Concessionaire shall be deemed to be in default in the performance of any obligation hereunder if and so long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions not in existence at the date hereof, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense preemptions, acts of God or similar causes beyond the reasonable control of such party or caused by the other party (herein referred to as "Unavoidable Delay").

Article 32.

Completeness Of Document.

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties dealing with such subject matter, whether oral or written.

Article 33.

Amendments.

No amendment or modification of this Agreement shall be binding upon the parties hereto unless made in writing and signed by all of the parties hereto.

Article 34.

Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together, shall be and constitute one and the same instrument.

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this agreement printed on pages 23282 through 23298 of this Journal.]

Exhibits "B", "C" and "D" attached to this agreement read as follows:

Exhibit "B".

Partnership Agreement.

This Agreement, made and entered into this 14th day of December, 1988 by and between W. H. Smith of Illinois, Incorporated, an Illinois corporation and Tucker Concessions, Incorporated, an Illinois corporation ("Tucker").

Preliminary Statement.

A. W. H. Smith of Illinois Incorporated, an Illinois corporation ("Smith") engages in the operation of newsstand concessions at Chicago-O'Hare International Airport.

B. Smith has entered into negotiations with the City of Chicago for the modification of its existing newsstand concession agreement which agreement calls for an expended newsstand concession operation at Chicago-O'Hare International Airport.

C. In recognition and support of Executive Order 85-2 issued by the Mayor of the City of Chicago, Smith has committed to make significant participation in its newsstand concession operations at Chicago-O'Hare International Airport available to Tucker as a certified "minority business enterprise" through the creation of a joint venture.

D. Smith and Tucker desire to form a joint venture for the joint operation of newsstand concessions at such airport in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the premises and the mutual agreements herein contained, Smith and Tucker agree as follows:

Article 1.

Definitions.

1.1 Definitions. The following terms shall have the respective meanings indicated:

Accountants -- as defined in Section 8.3.

Affiliate -- with respect to any entity, any natural person or firm, corporation, partnership, association, trust or other entity which controls, is controlled by or is under common control with, the subject entity; a natural person or entity which controls an affiliate under the foregoing shall also be deemed to be an affiliate of such entity. For purposes hereof, the term "control" shall mean the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of any such entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise.

Aggregate Debt -- the accrued and unpaid interest on, and the principal balance of, one or more outstanding Partner Loans as applicable.

Board -- as defined in Section 3.1.

Capital Account -- as defined in Section 4.2.

Capital Transaction -- means any one or more of: (a) the sale, exchange, condemnation or other disposition of all or any part of the assets of the Partnership; (b) the recovery of hazard or casualty insurance (other than rental interruption insurance) proceeds in excess of amounts expended in the restoration or repair, and the recovery from any voluntary or involuntary public taking of any assets of the Partnership; (c) any refinancing of Partnership indebtedness; or (d) other transactions which, under generally accepted accounting principals, are considered to be capital in nature.

Cash Flow -- means all cash received by the Partnership less cash expended for the debts and expenses of the Partnership, including principal payments on any indebtedness of the Partnership, capital expenditures and reasonable working capital and reserves otherwise required in the discretion of the Board for Partnership business, but such debts and expenses shall not include Aggregate Debt. Cash Flow shall not include cash proceeds from a Capital Transaction.

City -- the City of Chicago.

Claims -- actions, suits, claims, penalties, losses, liabilities, damages and expenses based upon or arising out of a specified act, event or matter.

Co-Liquidating Partners -- as defined in Section 13.2.

Code -- means the Internal Revenue Code of 1986, as amended, or any replacement or successor Code thereto, together with all valid regulations at any time promulgated thereunder.

Compensation -- the direct salaries and wages paid to, or accrued for the benefit of, any executive or other employee, including incentive compensation, together with all fringe benefits payable to, or accrued for the benefit of, such executive or other employee, including employer's contributions under F.I.C.A., unemployment compensation, or other employment taxes, pension fund contributions, workmen's compensation, group life and accident and health insurance premiums, and profit sharing retirement, disability, Employee Benefit Plans and other similar benefits.

Concession Agreement -- that certain agreement, entered into or to be entered into, between the City and Smith, its designee or the Partnership, relating to newsstand concessions at O'Hare.

Contracts -- all purchase orders and service, maintenance and other contracts respecting the maintenance, operation, provisioning or equipping of the Facilities, including guaranties and warranties relating thereto, but exclusive, however, of (a) insurance policies, (b) union and employment contracts, (c) Employee Benefit Plans, and (d) the Concession Agreement.

Effective Date -- the later to occur of (a) the date of this Agreement, or (b) the date the Concession Agreement becomes effective.

Employee Benefit Plans -- all employee pension benefit plans, as that term is defined in E.R.I.S.A., including "multiemployer pension plans" as defined therein, and each other employee benefit plan or program (including welfare benefit plans as described therein) to which Smith or any of its Affiliates contributes on behalf of employees at the Facilities.

E.R.I.S.A. -- as defined in Section 5.9.

Excess Partner Loans -- as defined in Section 6.1(a).

Facility -- one of the Facilities, without distinction among them.

Facilities -- the premises and improvements, including newsstand concessions, storage sites and other areas and space, and all rights therein or thereto, included under the Concession Agreement from time to time.

Fiscal Year -- the year of the Partnership. Provided that the consent of the Internal Revenue Service described in Section 7.5 has been obtained, the Fiscal Year shall be a 52/53 week year ending on the Saturday closest to May 31.

Fixed Assets -- all fixed assets used or usable in connection with the Facilities including all leasehold improvements, furniture, furnishings, fixtures and operating equipment, subject to such renewals, replacements and enhancements as shall occur and be made in the normal course of business.

Interest -- the interest of a Partner in the assets, liabilities, profits and losses of the Partnership.

Inventory -- all inventory, including books, periodicals, food and other merchandise which are on hand at the Facilities, subject to such depletion and including such resupplies as shall occur and be made in the normal course of business.

Liabilities -- as defined in Section 5.9.

Liquidating Partner -- as defined in Section 13.1.

Major Decisions -- as defined in Section 3.4.

Member or Members -- as defined in Section 3.1.

Miscellaneous Assets -- all contracts rights, leases, concessions, assignable warranties, goodwill, and other items of intangible personal property relating to the ownership or operation of a Facility, but such term shall not include (a) Contracts, (b) insurance policies, (c) union and employment contracts, (d) Employee Benefit Plans, (e) licenses, franchises and permits used in or relating to the ownership, occupancy or operation of any part of a Facility which is issued by a governmental authority, (f) cash or other funds, whether in petty cash, or on deposit in bank accounts, or in transit for deposit, (g) books and records, (h) refunds, rebates or other claims or any interest thereon, for periods or events occurring prior to the Effective Date, (i) utility and similar deposits, (j) pre-paid insurance, (k) prepaid license, permit fees or other prepaid expenses, (l) deferred charges, (m) accounts receivable, or (n) the Concession Agreement.

Non-Liquidating Partner -- as defined in Section 13.1.

O'Hare -- Chicago O'Hare International Airport.

Offer -- as defined in Section 11.1.

Offeror -- as defined in Section 11.1.

Partner or Partners -- a collective term for Smith and Tucker and their respective successors and assigns hereunder. References to a "Partner" shall mean one of the Partners without distinction among them.

Partner Loans -- loans made pursuant to Sections 4.6 or 4.7, bearing interest at the rate described in Subsection 4.7.2.

Partnership -- the Partnership between Smith and Tucker created pursuant to this Agreement.

Permitted Purchaser -- as defined in Section 10.5.

Smith -- the entity named in the Preliminary Statement hereto, or its successor from time to time with respect to this Agreement.

Smith Names -- as defined in Section 2.2.

T.M.P. -- the "tax matters partner" as defined in Section 7.4.

Tucker -- the entity named in the Preliminary Statement hereto, or its successor from time to time with respect to this Agreement.

1.2 References.

Except as otherwise specifically indicated, all references to articles, section and subsection numbers refer to articles, sections and subsections of this Agreement and all references to exhibits (if any) refer to the exhibits attached hereto and incorporated herein. The words "herein", "hereof", "hereunder", "hereinafter", and words of similar import refer to this Agreement as a whole and not to any particular section or subsection hereof. The terms "include" and "including" shall each be construed as if followed by the phrase "without being limited to." Unless expressly stated to the contrary, reference to any section includes the following subsection(s) thereof. For convenience, the feminine pronoun is sometimes used to refer to a natural person, but is not intended to limit the applicability of any provision herein.

Article 2.

Formation Of Partnership.

2.1 Formation.

The Partners hereby agree to form a general partnership under the laws of the State of Illinois for the purposes hereinafter set forth.

2.2 Name.

The name of the Partnership shall be "Air Ventures" or such other name as the Partners mutually agree. Notwithstanding the foregoing, the Facilities will be operated under the name "W. H. Smith" and using the trade names, trademarks and service marks of Smith or its Affiliates (collectively, "Smith Names") pursuant to the License Agreement described in Section 17.11, and all stationary and printing used in connection with Partnership operations shall, in addition, reflect the Partnership as a joint venture between Smith and Tucker. The Partners shall execute and publish or file all assumed or fictitious name certificates required by law in connection with the formation and operation of the Partnership.

2.3 Place Of Business.

The principal office and place of business of the Partnership shall be located at O'Hare in the City of Chicago, and County of Cook, Illinois, or at such other place as the Board shall from time to time designate. The Partnership shall have such additional offices at such other places as the Partners deem advisable.

2.4 Partnership Act; Ownership.

Except as is expressly herein stipulated to the contrary, the rights and obligations of the Partnership and the administration and termination of the Partnership shall be governed by the laws of the State of Illinois. The Interest of each Partner in the Partnership shall be personal property for all purposes. No Partner, individually, shall have any ownership interest in any real and other property owned, leased or subleased by the Partnership.

2.5 Purposes.

The purposes and business of the Partnership shall be limited strictly: (a) to operate newsstand concessions and related businesses at O'Hare, (b) to develop in Tucker as much management expertise as is possible at all levels and phases of airport newsstand concession operations through the training of its officers and employees, and (c) to engage in such other activities as may be necessary or convenient for the promotion or conduct of, or incident to, the foregoing purposes and business of the Partnership. The Partnership shall not engage in any other business without the consent of the Partners.

2.6 No Restrictions.

Except as provided in Article 16, nothing contained in this Agreement shall be construed so as to prohibit any Affiliate of either Partner from owning, operating, or investing in any business not owned or operated by the Partnership wherever located, and neither the

Partnership nor any other Partner shall have any right by virtue of this Agreement in and to said independent ventures or to the income or profits derived therefrom.

2.7 Neither Responsible For Other's Commitments.

Neither the Partnership, nor any Partner, shall be responsible or liable for any indebtedness or obligation of any other Partner incurred either before or after the execution of this Agreement, except for those responsibilities, liabilities, indebtedness or obligations duly incurred by such other Partner on behalf of the Partnership in the course of its business. Smith and Tucker each hereby agrees to indemnify and to hold each other harmless from and against Claims for such obligations and indebtedness incurred by it on its own behalf and not duly incurred on behalf of the Partnership. The liability of the Partners to third parties for the obligations of the Partnership shall be general, but their liability as between themselves for the obligations of the Partnership shall be in the same ratio as their Interests.

2.8 No Individual Authority.

Except as otherwise expressly provided in this Agreement or in a resolution duly adopted by the Board, neither party hereto, acting alone, and regardless of the capacity in which such party may act, shall have any authority to act for, or undertake or assume, any obligations or responsibility on behalf of the other Partner or the Partnership.

2.9 Term.

The Partnership shall continue until the first to occur of the following:

- (a) the last day of the Fiscal Year in which the Concession Agreement (including any renewal or extension thereof) terminates; provided, however, the Partnership shall continue in existence for additional, consecutive periods of one Fiscal Year each unless a Partner shall give notice to the other Partner of its election to terminate the Partnership, which notice must be given at least six months prior to the beginning of any such additional Fiscal Year;
- (b) the purchase by either Partner of the other Partner's entire Interest; or
- (c) the dissolution of the Partnership pursuant to law or the provisions of Section 13.

2.10 Concession Agreement.

Notwithstanding anything to the contrary contained in this Agreement, and in particular, the provisions of this Article 2, this Agreement shall terminate without further action of the parties hereto if the Concession Agreement does not become effective on or before January 31, 1989.

Article 3.

Management Of Partnership.

3.1 Appointment Of The Board.

Except as otherwise expressly provided in this Agreement, all the property, business and affairs of the Partnership shall be managed and conducted by the Partners acting jointly through a Board of Directors ("Board") consisting of five natural persons, three of whom (the "Smith Members") shall be appointed by Smith and two of whom shall be appointed by Tucker (referred to as "Member" or "Members" as the context requires; the Members appointed by Tucker are sometimes collectively called "Tucker Members"). Tucker shall appoint one alternate Member, and Smith shall appoint two alternate Members, who shall serve in the place of the regular Tucker Members or Smith Members, respectively, whenever Smith or Tucker, as the case may be, deems it necessary or expedient. The initial members appointed by the Partners are as follows:

Smith Members

Joseph Davis

Charles Esposito

Lewis Shubin

Smith Alternate Members

Richard McNamara

Robert Helpert

Tucker Members

Martha Tucker

Sandra Richmond

Tucker Alternate Member

Keith Jackson

Each Partner shall have the power to remove any Member or alternate Member of the Board appointed by it by delivering written notice of such removal to the other Partner.

Vacancies on the Board shall be filled by the Partner which appointed the Member previously holding the position which is then vacant. The Board shall determine all the Partnership's business, financial and strategic policies, adopt the Partnership's business plans and budgets, and consider and approve Partnership actions; provided, however, that except for the Facilities described in Section 3.7, if any, Smith shall undertake the management of the Partnership's business on a day-to-day basis in accordance with operating strategies adopted by the Board pursuant to Section 3.5.

3.2 Meetings And Quorums.

The Board shall meet at the locations agreed to by the Board at least once every two months and at such other times as the Board shall deem necessary or expedient; provided, however, that meetings dealing with emergency matters which require immediate action by the Board may be held via telephone conference. (During the months in which no Board meeting is so scheduled or called as hereinafter provided, a "management review" meeting shall be held to discuss results of operations for preceding periods among the General Manager of the Facilities, one or more Smith Members and one or more Tucker Members. No action binding on the Partnership may be authorized during any such management review meeting.) To aid in the training purpose of the Partnership described in Section 2.5(b), at least two Board meetings during each Fiscal Year shall be held at Smith's corporate offices located in Marietta, Georgia. In addition, any Member may call a meeting of the Board. At least ten days' prior notice shall be given to the Members of any meeting of the Board. An agenda for each meeting shall be prepared by the Members in consultation with each other. Attendance of at least three Members, two of whom must be Smith Members and one of whom must be a Tucker Member, shall constitute a quorum for any meeting of the Board. However, if all the Members appointed by one of the Partners fails to attend any meeting, and no action can be taken for lack of a quorum, and if within five days thereafter the attending Members shall call another meeting for the same purposes, and all of the Members appointed by the same Partner again fail to attend, then despite the lack of a quorum and the provisions of Section 3.1, the attending Members may act for the Partnership by unanimous vote. Alternate Members may attend Board meetings (in which the Member is also present) but shall not have the right to participate or vote at any such meeting.

3.3 Voting.

Each Member shall be entitled to cast one vote with respect to any decision made by the Board; no Member shall be entitled to cast a vote by proxy. Except as provided in the last sentence of Section 3.2, or for Major Decisions, three concurring votes shall govern all its actions. The Board may act without a meeting if the action taken is approved in advance in writing by all Members. The Board shall cause written minutes to be prepared of all action taken by the Board and shall deliver a copy thereof to each Member of the Board as soon as practicable.

3.4 Major Decisions.

Notwithstanding anything to the contrary contained in Section 3.3, the unanimous vote of all Members shall govern the action of the Partnership with respect to all "Major Decisions" which term shall mean one or more of the following:

- (a) any substantial change in the accounting methods and principles used in maintaining the books of account for the Partnership;
- (b) the sale, lease, or disposition by the Partnership of all or substantially all of the Facilities;
- (c) any act which would make it impossible to carry on the business of the Partnership;
- (d) the confession of a judgment against the Partnership;
- (e) the possession by a Partner of Partnership property or the assignment of a Partner's right in specific Partnership property, for other than a Partnership purpose; or
- (f) the admission of a person as a Partner in the Partnership, other than as permitted pursuant to this Agreement.

3.5 Operating Strategies.

The Partners agree that the Partnership shall be managed and operated by the Board in accordance with strategies, standards and systems to be developed particularly for the Partnership on the basis of Smith's operating philosophies, systems and know-how with the aim of reducing costs, maximizing profits and providing for the optimum efficiency and quality service level of the Partnership's services. In furtherance of these goals, the Partners have agreed that the Partnership:

- (a) shall be managed on basis of the profit center philosophy;
- (b) and its management personnel shall be marketing and customer oriented;
- (c) shall organize and utilize employees on the basis of predetermined job requirements and job profiles;
- (d) shall maximize long term profits by operating on a cost efficient basis;
- (e) shall adopt and develop efficient and effective operational, administrative, management information, quality assurance and organizational systems; and

- (f) shall determine the quality of its products and services on basis of the requirements of the customers.

3.6 General Manager.

The Partnership shall appoint a general manager for its business who shall report directly to the Board. The initial appointee for such purpose shall be Charles Esposito.

3.7 Separate Management And Control.

3.7.1 Day-To-Day Operations.

With reference to the articulated purpose of the Partnership to develop management expertise in Tucker as provided in Section 2.5(b), Tucker shall have the right to direct the day-to-day operations of one or more Facilities for the account of the Partnership in accordance with the further provisions of this Section 3.7. Beginning with the first day of the second Fiscal Year of the Partnership, one Facility shall be designated by the Board for the purposes described in this subsection and one additional Facility shall be so designated at the expiration of each additional six-month period thereafter; provided, however, that at no time shall the total amount of Facilities designated for this purpose exceed approximately 40% of the total number of Facilities then being operated under the Concession Agreement, measured by a combination of such total amount of operated Facilities, as well as the most recently reported composite sales of all such Facilities (or the projected sales for any newly opened Facilities). The first such Facility shall be not less than 400 square feet in size and have sales for the immediately preceding Fiscal Year of not less than \$500,000. However, Tucker acknowledges that the Partnership will ultimately operate Facilities of differing characteristics, including size and sales, and agrees that successive Facilities will be designated under this Subsection 3.7.1 in order to provide Tucker a mix of Facilities for exposure to the full range of sizes, locations and levels of profitability thereof. Tucker shall operate all such Facilities in accordance with the operating standards adopted for the Partnership pursuant to Section 3.5, and shall use the services provided by Smith pursuant to Article 5 on the same basis as all other Facilities.

3.7.2 Review Of Operations.

The Partnership desires to assure the continued profitability of and efficiency in the day-to-day management of Facilities operated by Tucker. Accordingly, the Partnership shall review such matters with Tucker on a monthly basis, to include:

- (a) a comparison of gross revenues of each such Facility to the gross revenues realized for that Facility for the (i) same month in the immediately preceding Fiscal Year, and (ii) the immediately prior month (and in each case, projected levels of gross revenues will be used, if available, for any Facility which is a new location); and
- (b) a comparison of the growth in profitability of each such Facility to the average growth in profitability of all Facilities operated by the Partnership during the subject month.

In making these comparisons, the Partnership will take into account any force majeure factors which have a materially adverse effect on results of operations. Such force majeure factors are acts of God, riot or civil commotion, fire or other casualty, strikes or lockouts, governmental preemption, priorities or other controls in connection with a national or public emergency, shortages or inability to obtain supplies, equipment or labor, and other matters which are beyond the control of Tucker, Smith or the Partnership, as the case may be.

3.7.3 Recapture.

If, after taking any relevant force majeure factors into account, either of the comparisons made under Subsection 3.7.2 show that a Facility operated by Tucker is 10% or more below the comparative values for the immediately preceding month, then Smith and Tucker shall consult with each other concerning the possible causes therefor, and shall agree to a cause of corrective action which Tucker shall undertake in the ensuing periods and which shall be monitored by the Partnership. If, however, the results of operations for any such Facility continue to be 10% or more below either of the comparative values for two successive months after the initial such month, the Partnership shall have the right to manage the day-to-day operations of such Facility until levels of gross revenues and profitability, as the case may be, are restored.

3.7.4 Designation Of Employer.

Tucker and Smith each acknowledge and agree that, notwithstanding the day- to-day operation of Facilities by Tucker under this Section 3.7, the Facilities are being operated for the benefit of the Partnership. To assure the continuation of existing salary levels and benefit plans to employees of Facilities currently operated by Smith, as well as uniformity in such matters and in working conditions for all present and future employees of the Facilities, Tucker shall not become the employer with respect to employees of the Facilities operated by it hereunder. However, the employees assigned to such Facilities will be considered to be Tucker's employees for purposes of management, control, supervision, hiring and firing. Tucker shall have the right to employ a manager or managers to perform the duties described in the immediately preceding sentence. The compensation of any such manager(s) shall be paid by Tucker, without reimbursement from the Partnership,

provided, however, that the Partnership shall reimburse Tucker for a portion of such Compensation to the extent that such manager(s) fills a position customarily required for the operation of the Facilities, at the regular rates for such position established by the Partnership. Tucker shall assure that any such manager(s) adhere to the operating standards and utilize the services which Tucker has agreed to observe and utilize pursuant to the last sentence of Subsection 3.7.1.

3.7.5 Selection Of Employees.

Notwithstanding anything to the contrary contained in Subsection 3.7.4, Tucker shall select employees for the Facilities which it operates from the pool of prospective employees maintained from time to time by the Partnership. In that connection, Tucker shall have the right to:

- (a) recommend candidates for employment testing and screening in accordance with standards adopted for all employees hired in connection with the business of the Partnership; subject, however, to covenants imposed under the Concession Agreement which relate to hiring. Such covenants include those pertaining to First Source administered through the Mayor's Office of Employment and Training. All approved candidates shall be added to the Partnership's employment pool for hiring in accordance with the Partnership's customary procedures; and
- (b) retain any employee assigned to any Facility operated by Tucker, and any other employee selected for the employment pool (but not yet assigned to a Facility), in each case, upon expiration of this Agreement.

3.7.6 Training.

To further the goals of the Partnership provided in Section 2.5(b), Smith shall, on behalf of the Partnership, provided training for Tucker's principals and the employees assigned and designated for assignment to the Facilities to be operated by Tucker to include both classroom-type instruction and field work, and shall include refreshers from time to time to extent necessary or desirable. In the case of Tucker's principals, such training shall include all facets and levels of Facility operation to include the matters described on Exhibit A attached hereto and made a part hereof, and in the case of any such employee, shall include training appropriate to the tasks such employee shall perform on behalf of the Partnership. Tucker hereby agrees to cause its principals and all such employees to pursue and complete the training process with all reasonable diligence.

Article 4.

Capitalization.

4.1 Interest Of Partners -- Ownership Ratios.

Except as otherwise expressly stipulated herein, the Interest of the respective Partners in the assets, liabilities, profits and losses of the Partnership shall be as follows:

Smith	60%
Tucker	40%

The distributive share of the Partnership's income, gains, losses, deductions and credits will be allocated among the Partners in accordance with their Interests.

4.2 Capital Accounts -- Profits And Losses.

A tax capital account ("Capital Account") shall be maintained by the Partnership, in addition to capital accounts for financial purposes, for each Partner. The Capital Account of each Partner shall be credited with (i) the amount of any cash capital contributions made by such Partner to the Partnership, (ii) the fair market value as of the date of contribution of any assets contributed by such Partner to the Partnership (net of any liabilities that the Partnership assumes or takes subject to in connection with such contribution of assets), (iii) the share of such Partner in the profits of the Partnership as reflected on the books of the Partnership and reported in accordance with Article 8 hereof, and (iv) the share of such Partner in any income exempt from tax and any other items required to be credited for proper maintenance of such Partner's Capital Account by the Treasury Regulations issued (or hereafter issued) pursuant to Section 704(b) of the Code. The Capital Account of each Partner shall be charged with (i) the amount of my cash distributions made by the Partnership to such Partner, (ii) the fair market value as of the date of distribution of any assets distributed by the Partnership to such Partner (net of liabilities that such Partner assumes or takes subject to and in connection with such distribution of assets), (iii) the share of such Partner in the net losses of the Partnership as reflected on the books of the Partnership and reported in accordance with Article 8 hereof, and (iv) the share of such Partner in any expenditures of the Partnership which are not deductible and not properly chargeable to capital for federal income tax purposes and any other times required to be charged for proper maintenance of such Partner's Capital Account by the Treasury Regulations issued (or hereafter issued) pursuant to Section 704(b) of the Code. Any distribution of assets to a Partner (including any such distribution in liquidation of the Partnership pursuant to the provisions of this Agreement) shall be treated as if such assets were sold by the Partnership to such Partner at their fair market value and the net profits or net losses which would be attributable to such a sale shall be allocated in accordance with the provisions of this Agreement.

4.3 Interest.

No interest will accrue on the capital accounts of the Partners.

4.4 Capital Contributions.

Smith and Tucker, as applicable, shall contribute cash to the Partnership on the Effective Date:

- (a) Tucker -- \$503,011.20; and
- (b) Smith -- \$754,516.80 less the value of the assets contributed to the Partnership by Smith, determined in accordance with the provisions of Subsection 4.4.8;

or, in each case, such lesser sum as may actually be required by the Partnership (to be advanced in proportion to the Partners' respective Interests) during the first two Fiscal Years of the Partnership to fund the operation of the Partnership including the development, fixturing and equipping of any Facilities originally included under the Concession Agreement. An estimated capital budget for such development, fixturing and equipping is attached hereto as Exhibit B, the parties acknowledging, however, that the amounts estimated therein for such activities may change from time to time based on the requirements of the City, O'Hare authorities or otherwise. Notwithstanding the foregoing, if the Board shall deem it advisable for the efficient conduct of Partnership operations, it shall call for the foregoing amounts to be funded in installments in which event, (i) each installment shall be due within ten days of the date required by the Board therefor; and (ii) contributions toward each installment thereof shall be in proportion to the Partner's respective Interests. Provided the cash capital contributions of Tucker described in this Section 4.4 have been made, Smith shall contribute to the Partnership the transferable right, title and interest under the Contracts, the Inventory, the Fixed Assets and Miscellaneous Assets. Smith shall effect such contribution by the execution and delivery of instruments conveying such assets to the Partnership. Furthermore, if the party to the Concession Agreement is not the Partnership, then the party thereto shall make arrangements, acceptable to the City, to provide the benefits of the concessions granted to it under the Concession Agreement to the Partnership for the term thereof. Such arrangements may include an assignment or sub-license.

4.4.1 Representations And Warranties Of Tucker.

As of the Effective Date, and continuing through any period hereinafter expressly provided, Tucker hereby represents and warrants the following to Smith and to the Partnership:

- (a) Due Organization, etc. -- Tucker. It is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all necessary power, corporate and otherwise, to execute and deliver this Agreement and to perform all its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, do not require the consent or approval of its shareholders; nor the consent or approval of any governmental authority other than the City, or of any other person or entity; nor does it violate any contract or Agreement to which it is a party.
- (b) Pending Litigation. There are no actions or proceedings pending, or to the best of its knowledge or the knowledge of any of its shareholders, threatened against it or such shareholders which would or could have a materially adverse effect on the business of the Partnership.
- (c) Liabilities. It has no liabilities (current, long term, direct, contingent, contractual or otherwise) which could have a materially adverse effect on its capital, or its ability to perform its financial covenants under this Agreement.
- (d) Other Businesses. It does not own any assets nor conduct any businesses other than its ownership and participation in the Partnership.
- (e) Participants. As of the Effective Date, and for the balance of the term of this Agreement, the only shareholder in Tucker is Martha Tucker and any Permitted Purchaser to whom equity interests in Tucker may be transferred pursuant to Section 10.5.
- (f) Minority Business Certification. As of the Effective Date, and for the balance of the term of this Agreement, it is and shall remain a duly qualified "minority business enterprise" certified under the ordinances, executive orders and regulations of the City adopted from time to time and as required thereunder for participation in a concession operation at O'Hare.

4.4.2 Representations And Warranties Of Smith.

As of the Effective Date, and continuing through any period hereinafter expressly provided, Smith hereby represents and warrants the following to Tucker and to the Partnership:

- (a) Due Organization, etc. -- Smith. Smith is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all necessary power, corporate and otherwise, to execute and deliver this Agreement and to perform all its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, do not require the consent or approval of the shareholders of Smith; nor the consent or approval of any governmental authority other than the City, or of any other person or entity; nor does it violate any contract or Agreement to which Smith is a party.
- (b) Title to Personal Property. To the extent normal business practice requires, Smith has good title to the Inventory and Fixed Assets being contributed to the Partnership pursuant to Section 4.4.
- (c) Pending Litigation. There are no actions or proceedings pending, or to the best of Smith's knowledge or the knowledge of any of its Affiliates, threatened against Smith which would or could have a materially adverse effect on the business of the Partnership.
- (d) Liabilities. There are no liabilities (current, long term, direct, contingent, contractual or otherwise) of Smith which will bind the Partnership other than those described in Subsections 4.4.5 and 4.4.6.
- (e) Other Businesses. As of the Effective Date, and for the balance of the term of this Agreement, Smith shall own no assets nor conduct any businesses other than its ownership and participation in the Partnership, respectively.

4.4.3 "As Is".

The Partnership Hereby Acknowledges With Respect To The Assets To Be Contributed By Smith Pursuant To Section 4.4 That, Except As Expressly Provided In Or Pursuant To This Agreement, Smith Has Not Made Any Representation Or Warranty, Express Or Implied (Including Any Warranties Of Merchantability Or Fitness For A Particular Purpose), And The Partnership Is Not Relying Upon Any Warranty Or Representation Made By Any Person Or Entity Acting On Smith's Behalf, Pertaining To All Or Any Portion Of Such Assets, Or The Physical Condition, Income Potentials, Expenses Of Operation Or Uses Thereof. The Partnership Has Examined Such Assets As It Fully Desires, And Except As Provided In Or Pursuant To This Agreement, Agrees To Accept Such Property In "As Is" Condition, Including Any Defects Therein, Whether Latent Or Patent, As Of The Date Of This Agreement.

4.4.4 Receivables.

Smith is not contributing to the Partnership any receivables of any Facility currently operated by Smith or any of its predecessors. Smith shall be solely responsible for the collection of receivables existing as of the Effective Date. Notwithstanding the foregoing, at the request of Smith, the Partnership shall collect such receivables as an adjunct to the Partnership's collection of its receivables for its own account. With regard to any collection made from any person or entity who is indebted to Smith or any such predecessor with respect to accounts receivable accruing prior to the Effective Date and to the Partnership for accounts receivable accruing subsequent thereto, such collection shall be applied as designated, but if there is no designation, then any such collections received within 90 days after the Effective Date shall be applied first to the indebtedness accruing prior to such date, but thereafter, any such collections shall be applied first to the payment in full of any amounts due to the Partnership, and then to amounts due to Smith or any such predecessor.

4.4.5 Payables.

The Partnership shall not be obligated to assume any trade accounts payable accruing from operations of any Facility currently operated by Smith or any of its predecessors other than those relating to the Fixed Assets. However, in connection with the administration of Smith's accounts receivable described in Subsection 4.4.4, at the request of Smith, the Partnership shall pay for Smith's account all of Smith's other payables, if any, unless disputed, on the most favorable available terms. Payments shall be made from funds collected from Smith's account pursuant to Subsection 4.4.4; if such funds are insufficient, the Partnership shall not be obligated to make any such payment unless and until Smith provides adequate funds to cover the shortfall. Trade payables which are disputed or which appear erroneous upon reasonable review by the Partnership shall be tendered to Smith for resolution together with all related documentation.

4.4.6 Liabilities.

Concurrently with the contribution of assets to the Partnership pursuant to Section 4.4, the Partnership shall assume Smith's liabilities under (a) the Contracts from and after the Effective Date; (b) trade payables relating to the Fixed Assets; and (c) all attorneys' fees incurred by Smith from and after June 1, 1987 in connection with negotiation and execution of the Concession Agreement and this Agreement, and shall also be obligated to pay to Smith within 45 days of the Effective Date, an amount equal to 100% of the cost of the Inventory (Smith undertaking to timely pay all trade payables comprising such cost); provided, however, that the Partnership shall not be obligated to assume any liability of Smith in any of the following accruing or arising prior to the Effective Date:

- (i) accounts payable, except as described in Subsection 4.4.5 or this Subsection 4.4.6;

- (ii) any Compensation prior to the Effective Date, as more particularly described in Subsection 4.4.7;
- (iii) any contingent liability, whether for taxes or otherwise; or
- (iv) any sales, withholding, income or other tax liability.

All liabilities assumed by the Partnership shall be taken into account in determining the credit to Smith's Capital Account with respect to the assets contributed by it hereunder. Concurrently with the making by Tucker of its initial capital contribution to the Partnership pursuant to Section 4.4(a), the Partnership shall assume Tucker's liability with respect to attorneys' fees incurred by Tucker from and after June 1, 1987 in connection with the negotiation and execution of the Concession Agreement and this Agreement. In addition, the Partners acknowledge that the Partnership is obligated to pay \$526,955 to the City in consideration of the execution and delivery by the City of the Concession Agreement, which payment shall be made in accordance with the Concession Agreement.

4.4.7 Compensation.

Smith will continue as the employer of the staff of the Facilities as more particularly provided in Article 5. The Partnership shall not assume any liability for the Compensation (or reimburse Smith to the extent Smith has advanced sums therefor) of any such employees for periods prior to the Effective Date. The provisions of said Article 5 shall apply to Compensation from and after the Effective Date.

4.4.8 Book Value.

For purposes of the financial books of the Partnership, the value of the assets contributed to the Partnership by Smith hereunder shall have the value on the books maintained by Smith therefor as of the date contributed in accordance with Section 4.4.

4.4.9 Financed Portion.

Tucker has advised Smith that it intends to obtain a loan to finance a portion of the initial capital contribution required under clauses (a) and (b) of Section 4.4, respectively. Notwithstanding anything to the contrary contained in such advice, Tucker shall contribute at least 5% of the total of such capital contribution from its own funds (without the benefit of financing), and nothing contained in such advice shall limit or impair the provisions of Section 10.1, and in particular, permit the pledge, hypothecation or transfer of their respective Interests or any right in connection therewith to any lender as security for repayment of any such loan.

4.5 Additional Capital Contributions.

4.5.1 Procedure.

The Partnership does not presently anticipate the need for additional capital or loans to fund Partnership operations. However, the Partners acknowledge that, if the Partnership incurs operating deficits or otherwise requires funds to discharge any other obligation or liability, the Board shall make calls for capital contributions for such purpose. Notice of any such calls shall be given not less than 30 days in advance of the date on which such contributions shall be required. Subject to the provisions of Subsection 4.7.1, each Partner will be required to make the required capital contribution on the date stipulated in proportion to its Interest.

4.5.2 Review.

Tucker shall have the right to cause the Partnership to submit to the Accountants for their review, any decision by the Board to call for the additional capital contributions under Subsection 4.5.1, provided that:

- (a) such call is other than for the purpose described in Subsection 4.7.1 or to pay liabilities assumed by the Partnership pursuant to Subsection 4.4.6; and
- (b) such call, either alone, or together with any other call(s) for funds made within any one Fiscal Year, requires, Tucker to advance more than \$50,000 in such Fiscal Year for its share of all such call(s); and
- (c) Tucker gives notice to Smith of its desire to submit the matter to the Accountants within ten days of the Board's call therefor.

In such event, the Board shall immediately retain the Accountants for such purpose and shall cooperate with them by furnishing such data and other information which formed the basis of the Board's decision to make the call. The Accountants will be instructed by the Board to decide, within 20 days of the date of Tucker's notice to Smith, either that the funds called for by the Board are (i) reasonably necessary to meet projected operating deficits or to otherwise service or discharge any liability or obligation binding upon the Partnership incurred in the exercise of sound business practices and the operating strategies adopted for the Partnership pursuant to Section 3.5; or (ii) not reasonably necessary for such purposes. If the decision by the Accountants is clause (ii), then the call shall be cancelled, and any such funds desired by the Board shall be made, if at all, as an optional Partner Loan from Smith under Subsection 4.7.2, and Tucker shall have no responsibility or obligation to advance any portion thereof. If the decision by the Accountants is clause (i), then the call shall not be cancelled, and the provisions of Section 4.6 shall apply.

4.5.3 New Construction.

The Board shall not have the right, without the consent of both Partners, to make a call for additional capital contributions to the Partnership for the purpose described in Subsection 4.7.1, unless the rate of return on the investment represented by the funds called for, based on projected operating results of the Partnership, equals or exceeds the rate of return established for all other similar investments by Smith in its own business. The foregoing shall not preclude Smith from making an optional Partner Loan to the Partnership under Subsection 4.7.2 for the entire amount of any such call, and Tucker shall not have any responsibility or obligation to advance any portion thereof.

4.5.4 New Construction -- Review.

Tucker shall have the right to cause the Partnership to submit to the Accountants for their review, the calculation of the internal rate of return and adjustment, if required, under Subsection 4.5.3 based on the projected operating results of the Partnership described therein. The procedure for any such review shall be conducted in accordance with the provisions of such Subsection 4.5.2. If the Accountants find that the calculation is accurate, in all material respects, the call shall not be cancelled and the provisions of Subsection 4.7.1 shall apply.

4.6 Default In Contribution To Capital.

If any Partner (the "Defaulting Partner") fails at any time to make any contribution to capital required under this Agreement, then, on such occasion, the Partner, if any, who has made the required contribution (the "Contributing Partner") shall have the option to treat its advance as a Partner Loan to the Partnership under Subsection 4.7.2 and, in addition, shall have the following rights:

- (a) The Contributing Partner shall have the right within 30 days after the date on which such capital is required to be paid to the Partnership (without regard to the manner in which it characterizes its advance) to make a Partner Loan to the Partnership in the amount which the Defaulting Partner failed or refused to contribute. Repayment of the Aggregate Debt of such Partner Loan shall be the personal liability of the Defaulting Partner, due within 120 days after the making thereof; provided, however, that such loan shall also be reflected on the books of the Partnership as a loan by the Contributing Partner to the Partnership and shall be payable, to the extent not otherwise paid by the Defaulting Partner, out of cash distributions from time to time to the Defaulting Partner, prior to any disbursement thereof to such Partner. The Defaulting Partner shall be deemed to have pledged to the Contributing

Partner its Interest in the Partnership to secure the repayment of all such Partner Loan(s) and for this purpose, this Agreement shall constitute a security agreement.

- (b) In lieu of the rights afforded under clause (a) of this Section 4.6, the Contributing Partner shall have the right, at any time the failure or refusal of the Defaulting Partner continues, to send notice to the Defaulting Partner demanding that the contribution be duly made within 120 days, and specifying the amount to be contributed. If the Defaulting Partner shall not have made the contribution in full by the last day of such 120-day period (the "Default Date"), the Contributing Partner shall then have the right, but not the obligation, to purchase the Defaulting Partner's Interest for a period of 120 days after the Default Date, at a price equal to the book value of such Interest, being the amount reflected in its capital account shown on the most recently audited balance sheet of the Partnership prepared in accordance with the provisions of Section 8.3.
- (c) If the Contributing Partner desires to purchase the Defaulting Partner's Interest pursuant to clause (b) of this Section 4.6, the Contributing Partner shall, within such 120-day period, notify the Defaulting Partner writing of its desire to purchase such Interest. The closing of such sale shall take place during normal business hours in an appropriate place in the City 30 days after the date of the notice from the Contributing Partner electing to purchase the Interest. Unless otherwise agreed by the Defaulting Partner and the Contributing Partner, the purchase price for the Defaulting Partner's Interest shall be payable in cash at the closing, and the Defaulting Partner shall transfer its Interest to the Contributing Partner in accordance with, and on the terms and conditions set forth in, Subsection 13.3.5 hereof to the extent not inconsistent with this Section 4.6.
- (d) If the Contributing Partner does not exercise its right to purchase the Defaulting Partner's Interest within the aforesaid 120-day period, such right shall lapse, and the Defaulting Partner shall continue as a Partner in accordance with all the terms and provisions of this Agreement. Thereafter, the Contributing Partner shall have no right to purchase the Interest of the Defaulting Partner pursuant to the provisions of this Section 4.6 except upon the occurrence of a subsequent failure to make a contribution required under Section 4.5 or as otherwise provided in this Agreement.
- (e) If the party exercising the rights of the Contributing Partner under this Section 4.6 is Smith, then the period required for the Contributing Partner's election to purchase of the Defaulting Partner's Interest, or the closing thereof, provided in the preceding clause (c) shall be extended by the amount of time, if any, necessary to allow the Contributing Partner to enter into an agreement with a qualified minority/women's business enterprise approved by the City, if required under the ordinances, executive orders and regulations of the City in force at the time, for participation in a concession operation at O'Hare.

4.7 Partner Loans.

4.7.1 Partner Loan(s) To Tucker.

Smith shall make one or more Partner Loans to Tucker in the amount of Tucker's share of any capital contributions under Section 4.5 if made for the purpose of capital expenditures (a) to substantially upgrade or renovate any one or more Facilities existing on the Effective Date, or (b) to develop fixture and equip any new Facility, added after the Effective Date. Such Partner Loan(s) shall be disbursed to the Partnership by Smith in accordance with the provisions of Section 4.5. The Aggregate Debt of Partner Loan(s) made by Smith under this Subsection 4.7.1 shall be repaid and secured, respectively, in accordance with Section 4.6(a) (without regard to the 120-day term); provided, however, that Tucker shall have the right to (a) make all or any part of such additional capital contribution in cash, and (b) prepay without premium or penalty at any time, the Aggregate Debt of any Partner Loan made under this subsection.

4.7.2 Other Partner Loans.

In lieu of, or in addition to, additional capital contributions under Section 4.5, the Board may call for loans to the Partnership ("Partner Loans") for the purposes designated in Section 4.5. Each partner shall have the right, but not the obligation, to advance funds under this Subsection 4.7.2 and if both partners desire to advance such funds, each Partner shall advance funds in proportion to its Interest. The Aggregate Debt of Partner Loans made under this Subsection 4.7.2 shall be repaid by the Partnership prior to any other cash distributions to the Partners, and in accordance with Sections 6.1, 6.2 and 13.4. Partner Loans shall bear interest at the rate of interest announced by The First National Bank of Chicago as its prime rate from time to time plus one percent (1%) per annum during the period that the Partner Loan remains unpaid.

Article 5.

Smith's Services To Partnership.

5.1 Employee Services.

Smith shall make available to the Partnership from time to time the services of its employees as reasonably required in connection with the conduct of Partnership operations and in accordance with the further provisions of this Article 5. In addition to the reimbursement of costs described elsewhere in this Article 5 pertaining to personnel, their salaries and benefits, Smith shall be entitled to reimbursement (without duplication) from the Partnership for all direct and indirect costs for providing training of Tucker principals

and employees assigned and designated for assignment to the Facilities operated by Tucker under Section 3.7. Such reimbursements shall be made within ten days of tendering an invoice to the Partnership therefore.

5.2 Personnel.

All supervisory, skilled and unskilled persons hired for Partnership operations shall be employees of Smith or an Affiliate of Smith, and all Compensation of such employees shall be paid by Smith or such Affiliate. However, Smith shall be entitled to reimbursement for the Compensation of all such personnel, within ten days of tendering an invoice to the Partnership therefor. If Smith's centralized corporated office provides the payroll and paycheck service for such personnel, Smith shall be entitled to reimbursement in accordance with Section 5.7.

5.3 Labor Relations.

All labor relations, including the hiring and firing of employees and the establishment of policies, training methods and procedures shall be conducted by Smith as the employer of personnel at the Facilities.

5.4 Employee Benefits.

Employees at the Facilities shall participate in the incentive programs and in the pension, profit sharing and/or other employee retirement, deferred compensation, disability, health, welfare or other benefit plan or plans now or hereafter made available by Smith to similarly situated employees of Smith. Smith shall be entitled to reimbursement for an allocable share of any such plan or plans and any contributions to be made thereunder within ten days of tendering during an invoice to the Partnership therefor, provided that such charges and contributions shall be determined on a uniform basis with respect to charges and contributions imposed for the same or similar plans for other Smith employees.

5.5 Corporate Services.

Smith's corporate offices and national distribution centers shall from time to time, provide personnel and services from such office to supervise and assist the senior management personnel of the Facilities in accordance with the managerial practices, standards and routines established from time to time by Smith. Such services and the tasks of such personnel include:

- (a) accounting, auditing and financial control services;
- (b) general supervision and quality control to ensure that Partnership operations meet Smith's general specifications and standards;
- (c) coordination and support for (i) marketing and market research, (ii) merchandising, (iii) operations and (iv) sales promotions;
- (d) technical services;
- (e) management information services;
- (f) training, hiring and administration of employee policies; and
- (g) store planning and construction.

5.6 Reimbursements For Other Centralized Services.

Smith shall be entitled, in consideration of the services to the Partnership provided under Section 5.5, to reimbursement for a pro rata share of the costs and expenses incurred by Smith for office, warehouse and storage space, personnel, compensation, equipment and vehicles, general travel, living and similar expenses, professional fees, insurance, license and permit fees, taxes, utilities, bank charges, postage and courier, telephone and telex, freight, advertising, security, supplies, repairs, maintenance and all other operating costs of the applicable office (without duplication of costs included under Section 5.7), based on the ratio which the composite sales at the Facilities bears to the composite sales of all concession operations of Smith or its Affiliates including the Partnership; provided, however, that, beginning with the second Fiscal Year, in no event shall such ratio in any Fiscal Year exceed the sum of (a) the corresponding ratio in the immediately preceding Fiscal Year, plus (b) 1%. Such reimbursements shall be made within ten days of tendering an invoice to the Partnership therefor.

5.7 Reimbursements For Centralized Services -- Personnel.

Smith shall be entitled to reimbursement for (a) the Compensation of supervisory personnel provided to the Partnership described in Section 5.5 while on assignment at or for the benefit of the Facilities; and (b) all travel, living and similar expenses incurred by such supervisory personnel in connection with rendering services to the Partnership, consistent with the applicable corporate policy of Smith for such services, within ten days of tendering an invoice to the Partnership therefor.

5.8 Equal Opportunity Employer.

Smith, on behalf of the Partnership, acknowledges the provisions of Section 18.2 of the Concession Agreement dealing with nondiscrimination, and agrees to be bound to the terms thereof in connection with hiring practices hereunder.

5.9 Multi-Employer Pension Plan Liability.

With regard to all liability, loss, damages, costs and expenses ("Liabilities") arising out of, or relating to, the provisions of the Employee Retirement Income Security Act and/or the Multi-Employer Pension Plan Amendments Act of 1980 as amended from time to time (collectively "E.R.I.S.A."), the Partnership shall indemnify and hold harmless Smith and its directors, officers, employees and agents from and against any withdrawal liability (as described therein) incurred in connection with the discontinuance of contributions to any multi-employer pension plan to which Smith may make contributions on behalf of persons employed at the Facilities pursuant to the provisions of an applicable collective bargaining agreement, but only to the extent that such withdrawal liability is attributable to benefits accrued by employees of Smith in respect to services performed at the Facilities.

Article 6.

Distributions Of Cash Flow And Proceeds From Capital Transactions.

6.1 Distribution Of Cash Flow.

Cash Flow, if any, for each month shall be distributed within forty-five days after the end of such month, or more frequently as the Board may determine, in the following manner and order of priority:

- (a) first, in an amount sufficient to pay the Aggregate Debt of Excess Partner Loans, any such payment to be applied first in reduction of accrued and unpaid interest, then in reduction of the principal balance; for purposes hereof "Excess Partner Loans" means the aggregate amount of any Partner Loans made pursuant to a call therefor by the Board in accordance with Subsection 4.7.2 or under the first sentence of Section 4.6 which are disproportionately greater in amount than any such Partner Loans made by the other Partner in relation to their respective Interests;
- (b) next, in an amount sufficient to pay the Aggregate Debt of all other Partner Loans made pursuant to such Subsection 4.7.2 or the first sentence of Section 4.6, any such payment to be applied first in reduction of accrued and unpaid interest, then in reduction of the principal balance; provided that, if more than one Partner has made such a Partner Loan which is outstanding, payment

shall be made to such Partners in the ratio which the Aggregate Debt outstanding as of the date of distribution of all such Partner Loans made by each Partner bears to each other;

- (c) the balance, if any, to the Partners in the ratio of their respective Interests; provided, however, that any amounts otherwise distributable to a Partner who is indebted to another Partner for Partner Loans made under Section 4.6(a) or Subsection 4.7.1 shall be paid to such other Partner, first to repay such Partners Loans advanced for purposes other than those described in Subsection 4.7.1, and then to repay all other such Partner Loans, until the Aggregate Debt thereof has been paid in full.

6.2 Distribution Of Cash Proceeds From Capital Transactions.

Cash proceeds resulting from a Capital Transaction, other than one connected with a dissolution and liquidation of the Partnership, shall be distributed as soon as practicable following the Capital Transaction generating such proceeds in the same manner and order of priority provided for Cash Flow in Section 6.1, but after payment or setting up reserves which the Board deems reasonable to pay debts, expenses and liabilities of the Partnership incident to such Capital Transaction.

Article 7.

Tax Matters.

7.1 Tax Allocations. Except to the extent otherwise provided in Section 7.2 hereof, net profits and net losses of the Partnership and each item of income, gain, loss, expense, deduction or credit comprising such net profits and net losses shall be allocated for federal income tax purposes in accordance with Section 4.1 hereof.

7.2 Special Tax Allocation.

In the event that a Partner contributes an asset to the Partnership, the federal income tax basis of which is different from its fair market value, the allocation of each item of income, gain, loss, expense, deduction or credit with respect to such asset for federal income tax purposes shall take into account such difference in accordance with Section 704(c) of the Code and any Treasury Regulations issued thereunder.

7.3 Tax Returns.

The Board shall cause to be prepared and filed, at the expense of the Partnership, the required federal, state and local tax returns. Within ninety (90) days after the end of each Fiscal Year, the Board shall furnish to each Partner a copy of "Form K-1" required to be filed under the Code with respect to such Partner.

7.4 Tax Matters Partner.

Smith is hereby designated as the tax matters partner (the "T.M.P.") as defined in Section 6231(a)(7) of the Code with respect to operations conducted by the Partnership. The T.M.P. shall comply with the requirements of Sections 6221 through 6232 of the Code, and

- (a) The T.M.P. shall have a continuing obligation to provide the Internal Revenue Service with sufficient information so that proper notice can be mailed to all Partners as provided in Section 6223 of the Code, and the Partners shall furnish the T.M.P. with such information (including information specified in Section 6230(e) of the Code) as the T.M.P. may reasonably request for such purpose.
- (b) If any administrative proceeding contemplated under Section 6223 of the Code has begun, the Partners shall, upon request by the T.M.P., notify the T.M.P. of their treatment of any partnership item on their federal income tax return which is or may be inconsistent with the treatment of that item on the Partnership's return.
- (c) Prior to entering into a settlement agreement with the Secretary of the Treasury with respect to partnership items, any Partner shall first notify the other Partners of such proposed settlement and of the terms thereof.
- (d) If the T.M.P. elects not to file suit concerning an administrative adjustment or request for administrative adjustment and another Partner elects to file such a suit, such other Partner shall notify all Partners of such intention and the forum or forums in which such suit shall be filed shall be determined by the Board.

7.5 Elections.

Upon request of any Partner, the elections provided by Sections 734, 743 and 754 of the Code or similar provisions hereafter enacted shall be made and shall be evidenced by appropriate filing with the Internal Revenue Service in the first fiscal period of the Partnership with respect to which a distribution or transfer, as described in such sections, shall be made. In addition, the Partnership shall make prompt application to the Internal Revenue Service for approval of a non- calendar fiscal year of the duration described in the second sentence of the definition of "Fiscal Year" in Section 1.1.

Article 8.

Accounting, Books And Records.

8.1 Accrual Basis.

The Partnership shall keep its accounting records and shall report for income tax purposes on an accrual basis.

8.2 Books.

The Partnership shall keep or cause to be kept complete and accurate books of account and other records showing the assets, liabilities, costs, expenditures, receipts, net profits and losses, Cash Flow and proceeds of Capital Transactions, the respective Capital Accounts of the Partners and such other matters as the Accountants shall deem necessary. Such books of account shall be the property of the Partnership, shall be kept in accordance with generally accepted accounting principles consistently applied and shall be open to the inspection and examination of the Partners or their duly authorized representatives at all times.

8.3 Reports.

Within 60 days after the end of each Fiscal Year, the Partnership shall prepare and issue to each Partner an audited financial report for such Fiscal Year, including a balance sheet, a profit and loss statement, a cash receipts and disbursements statement and a statement showing all distributions of Cash Flow and proceeds of Capital Transactions, and allocations to each Partner of net profits and losses and other items. Such financial statements shall be examined and reported on by the independent public accounting firm of Touche, Ross, or such other firm of independent public accountants as may be selected by the Board ("Accountants"). In addition, within 25 days after the end of each calendar month, the Partnership shall prepare and issue to each Partner a detailed profit and loss statement of the Partnership for such month and the year to date.

8.4 Where Maintained.

The books, accounts and records of the Partnership shall be at all times maintained at the principal office of Smith, or as otherwise directed by the Board.

8.5 Audits.

Either Partner may, at its option and at its own expense, conduct internal audits of the books, records and accounts of the Partnership. Audits may be on either a continuous or a periodic basis and may be conducted by employees of either Partner, or of an Affiliate of either Partner or by independent auditors retained by the Partnership or by either Partner.

Article 9.

Bank Accounts; Fidelity Bonds And Insurance.

9.1 Accounts.

The Partners shall cause one or more accounts to be maintained in such depository or depositories as the Board shall select, which accounts shall be used for the payment of the expenditures of the Partnership authorized by this Agreement, and in which account or accounts shall be deposited all Partnership receipts, all funds contributed to the capital of the Partnership or advanced as Partner Loans by a Partner under this Agreement. All amounts required by this Section to be deposited in such accounts shall be received, held and disbursed by a person or persons designated by the Partners as a trust fund to be applied only for the purposes specified in this Agreement and any earnings on invested Partnership funds shall be the property of the Partnership.

9.2 Fidelity Bonds And Insurance.

The Partnership shall cause to maintain fidelity bonds with reputable surety companies, covering all persons having access to the Partnership's funds, indemnifying the Partnership against Claims for fraud, theft, dishonesty and other wrongful acts of such persons. The Partnership shall carry or cause to be carried on its behalf, in companies acceptable to the Board, all property and liability insurance as shall be required under any applicable mortgages, leases, subleases, agreements and other instruments and statutes or as may be required by the Board, but never in amounts less than those mandated by the Concession Agreement.

Article 10.

Transfer And Assignment Of Partnership Interests.

10.1 General Provision.

Except as provided in Articles 10, 11 or 12, or in Section 4.6, without the prior written consent of the other Partner, no Partner shall sell, assign, give, pledge, hypothecate or otherwise transfer all or any part of its Interest, or any right in connection therewith, or any Partner Loan, directly or indirectly, voluntarily or involuntarily or by operation of law or otherwise. Furthermore, and except as provided in Section 10.5, any sale, assignment, gift, pledge, hypothecation, encumbrance or other transfer, or the issuance of a debt or equity interest in Tucker shall be prohibited. Any transfer in violation of the provisions of this Agreement shall be null and void. In the event that the Interest of a Partner is transferred in accordance with the provisions of this Agreement, the transferee who acquires such Interest (a "Transferee") shall, upon compliance with the provisions of Section 10.3, become a successor Partner and shall succeed to the Interest of the transferor Partner (a "Transferor"), and to all rights, duties and obligations thereof under this Agreement, to the extent of the Interest so transferred.

10.2 Liability For Acts Or Omissions Prior To Transfer.

Notwithstanding anything to the contrary contained herein, no sale, assignment, gift or other transfer of an Interest shall, without the written consent of the other Partner, relieve the Transferor of its liability for acts or omissions of the Partnership which occurred, or obligations or liabilities which accrued, prior to such sale, assignment, gift or other transfer.

10.3 Conditions Of Transfer Of Partnership Interest.

Before any Transferee shall be admitted to the Partnership as a successor to a Transferor, the following conditions must be met:

- (a) The Transferee must be legally competent and lawfully empowered to own an Interest;
- (b) Such Transferee and Transferor shall (i) execute and deliver to the Partnership such instruments of assignment and transfer as the other Partner may reasonably request; and (ii) shall agree to indemnify the Partnership and the other Partner against any and all Claims by reason of such transfer;
- (c) Such Transferee shall assume all obligations of the Transferor accruing or arising from and after the date of such transfer in a written instrument reasonably satisfactory to the other Partner;

- (d) If the Transferee is a corporation, it shall provide to the Partnership a certified copy of a resolution of its Board of Directors authorizing it to acquire the Interest and to become a Partner under the terms and conditions of this Agreement;
- (e) The Transferee shall pay the reasonable expenses incurred by the Partnership in connection with the admission of such Transferee to the Partnership;
- (f) Neither the offering of such Interest, nor the transfer thereof, shall violate any provision of any federal or state securities or other laws;
- (g) Such transfer shall not (i) cause the termination or reversion of any property interest owned by the Partnership, or create any restrictions or limitations with respect thereto; or (ii) require a prepayment of, or result in any adverse change in the terms of, any mortgage or other instrument evidencing or securing indebtedness of the Partnership; or (iii) constitute an event of default under any agreement to which the Partnership is a party or by which the Partnership or any of its property may be bound, including the Concession Agreement;
- (h) The transfer of such Interest does not cause a termination of (i) the Partnership, or (ii) any partnership election for income tax purposes; and
- (i) There must be furnished to the Partnership an opinion of counsel reasonably satisfactory to the other Partner, and in form and substance reasonably satisfactory to the other Partner, addressing the matters described in clauses (f), (g) and (h) of this Section 10.3.

10.4 Transfer To Affiliate -- Smith.

Notwithstanding the provisions of Section 10.1, but subject to the provisions of Section 10.3, Smith shall have the right to sell, assign or otherwise transfer all or a portion of its Interest to its Affiliate or to the surviving or acquiring corporation or entity in connection with a merger or consolidation into another corporation, a general reorganization (except in bankruptcy), or the sale of all, or substantially all, of the assignor's assets to another corporation or entity. If less than a Transferor's entire Interest is transferred under this Section 10.4, the Interests held by the Transferor and any Transferee under this Section 10.4 shall be deemed to be a single interest and the Transferee shall not have any separate rights in the management or affairs of the Partnership.

10.5 Transfers -- Tucker.

Subject to the provisions of Section 10.3, the shareholder disclosed in Subsection 4.4.1(e) with respect to Tucker may transfer a portion of her equity interest in Tucker to one or

more persons (a "Permitted Purchaser") provided that such shareholder (a) remains an equity owner in Tucker, and (b) maintains at all times not less than 66-2/3% of the total issued and outstanding equity interests in Tucker. In addition, such shareholder may transfer an additional amount of equity interest in Tucker, provided that such shareholder (i) remains an equity owner in Tucker, and (ii) maintains, at all times after such additional transfer, not less than 51% of all such issued and outstanding equity interests in Tucker, and (iii) has obtained the prior written consent of Smith to the proposed transferee (which consent shall not be unreasonably withheld).

10.6 Transfers -- Other Partners.

Subject to the provisions of Section 10.3, any Partner may transfer all or a portion of its Interest to any other Partner, but shall be required to provide notice of such transfer to all non-involved Partners, if any, within five days of the effective date thereof.

Article 11.

Right Of First Refusal; Mandatory Buy-Out.

11.1 Rights Of First Refusal.

For purposes of this Section 11.1, "Offer" shall mean a bona-fide written offer received by any Partner from a single third party offeror (the "Offeror") in a single arms' length transaction, for the purchase of cash of the entire Interest of a Partner (the "Selling Partner") and no other property. If the Selling Partner desires to accept an Offer it shall promptly forward copies thereof to the other Partner and shall provide the other Partner with such information as to the identity of the Offeror as shall reasonably be available to it. Thereupon, the following provisions will govern the rights of the parties with respect to the proposed transaction:

- (a) The other Partner may, by written notice given within 90 days after receiving a copy of the Offer and such information, elect to purchase the Interest owned by the Selling Partner for the price, and upon the same terms and conditions, as set forth in the Offer.
- (b) The closing of the transaction referred to in the preceding clause (a) shall take place during normal business hours on a date to be agreed upon in an appropriate place in City.
- (c) A failure by the other Partner to give any notice to the Selling Partner within the said 90-day period shall be irrevocably deemed to constitute a waiver by

such other Partner to purchase the Interest of the Selling Partner in accordance with the Offer.

- (d) If the other Partner does not elect (or pursuant to the immediately preceding clause (c), is deemed not to have elected) to purchase the Interest of the Selling Partner or to have its Interest purchased by the Offeror, then the Selling Partner may sell its Interest to the Offeror in accordance with the Offer, provided that such sale must be consummated within 30 days following the expiration of such 90-day period; failing such consummation, the Offer and any response thereto shall be null and void, and all of the provisions of this Article 11 must again be complied with in connection with any proposed future sale.
- (e) If there are one or more outstanding Partner Loans made by the Selling Partner to the other Partner, then the purchaser of the Interest shall be obligated to purchase the Partner Loans as a condition precedent to any such sale. Conversely, it shall be a condition precedent to the closing of the sale of any Interest under this Article 11 that the Aggregate Debt of any Partner Loans made to the Selling Partner by the other Partner hereunder be paid and discharged in full at such closing. In that connection, the proceeds of such sale shall be first disbursed to pay such Aggregate Debt. If such proceeds are insufficient to pay all such Aggregate Debt in full, the Selling Partner shall pay the balance from its own funds at such closing.
- (f) Notwithstanding the provisions of clause (a), above, if the Selling Partner is Tucker, then the period required for the other Partner's election to purchase the interest of the Selling Partner (if such other Partner is Smith) shall be extended by the amount of time, if any, necessary to allow the other Partner to enter into an agreement with a qualified minority/women's business enterprise approved by the City, if required under the ordinances, executive orders or regulations of the City in force at the time, for participation in a concession operation at O'Hare.

11.2 Mandatory Buy-Out.

Provided Tucker is not in default of any obligation to fund cash capital contributions under Sections 4.4 or 4.5, Tucker shall have the right to require Smith to purchase its Interest in accordance with the following provisions:

- (a) If no call for additional capital contributions under Subsection 4.5.1 is then pending, Tucker shall give Smith not less than 90 days prior written notice of its desire to be bought out.
- (b) If any such capital call is then pending, Tucker shall give its notice under this Section 11.2 prior to the date such additional capital contribution is required to be made under such Subsection for 4.5.1.

- (c) Tucker and Smith shall attempt to agree, in good faith, to a purchase price for the Interest within 20 days following Tucker's notice, failing which, the purchase price shall be the fair market value thereof determined in accordance with Article 14.
- (d) The closing shall take place on the latest to occur of (i) the expiration of the period noted in clauses (a) or (b), as the case may be, or (ii) within 15 days of the determination of a purchase price under clause (c), or (iii) within 30 days of the date Smith enters into an agreement with a qualified minority/women's business enterprise approved by the City, if required under the ordinances, executive orders and regulations of the City in force at the time, for participation in a concession operation at O'Hare.
- (e) The purchase shall be closed in accordance with the terms and conditions set forth in Subsection 13.3.5 to the extent not inconsistent with this Section 11.2.
- (f) The rights afforded to Tucker under this Section 11.2 shall not be negated by a call for additional capital contributions made by the Board after Tucker's notice given in accordance with clauses (a) or (b), as the case may be.

Article 12.

Dissolution.

12.1 Election To Dissolve.

Upon the occurrence of any of the following events:

- (a) a Partner makes or suffers any sale, assignment, gift, pledge hypothecation, encumbrance or other transfer of all or any part of its Interest, or any right in connection therewith, contrary to the provisions of Articles 10 or 11 or Section 4.6; or
- (b) if a Partner shall fail, in any material respect, to perform or comply with its obligations and agreements hereunder, and such default is not cured within 30 days after notice from the other Partner or, if such default cannot reasonably be cured within such 30-day period, then within such reasonable period (such reasonable period being permitted hereunder only if the defaulting Partner commences such cure within such 30-day period and thereafter diligently pursues such cure); or
- (c) if any Partner shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking

any reorganization, arrangement, composition, readjustment, liquidation dissolution or similar relief for itself under the present or any future federal bankruptcy act, or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of said Partner or of all, or any substantial part of, its properties or its Interest in the Partnership (the term "acquiesce" includes, but is not limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within ten days after the appointment); or

- (d) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against any Partner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and said Partner shall acquiesce in the entry of such order, judgment or decree (the term "acquiesce" includes, but is not limited to, the failure to file a petition or motion to vacate or discharge such order, judgment or decree) or such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the date of entry thereof, or any trustee, receiver, conservator or liquidator of said Partner or of all, or any substantial part, of its properties or its interest in the Partnership shall be appointed without the consent or acquiescence of said and such appointment shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive); or
- (e) if any Partner shall admit in writing its inability to pay its debts as they mature; or
- (f) if any Partner shall give notice to any governmental body of insolvency or pending insolvency, or suspension or pending suspension of substantially all of its operations; or
- (g) if any Partner shall make an assignment for the benefit of creditors or take any similar action for the protection or benefit of creditors; or
- (h) if the Interest of any Partner shall be seized or charged in execution of a judgment, and such seizure or charge shall continue, or remain unvacated or unstayed, for a period of 60 days (whether or not consecutive); or
- (i) if any Partner shall withdraw from the Partnership; or
- (j) if, in the case of, Tucker, the representation and warranty made by it under Subsection 4.4.1(f) is or becomes untrue;

then, unless such occurrence shall by law cause the Partnership to be dissolved, the other Partner shall have the option to cause the Partnership to be dissolved by written notice

given within 60 days after such Partner shall first receive knowledge of the occurrence of any such event.

12.2 No Assumption By Bankruptcy Trustee.

Smith and Tucker have entered into this Agreement with the other in reliance upon (a) the unique knowledge, experience and expertise of the Partners and (b) the minority business enterprise status of Tucker. The parties hereto agree that the other party hereto shall not be required to accept performance under this Agreement from any person other than the other party hereto including, without limitation, any trustee of the other party appointed under the Bankruptcy Code, 11 U.S.C. §101 et seq., and any assignee of any such trustee or of the other party.

12.3 Mandatory Election To Dissolve.

Notwithstanding anything to the contrary contained in Section 12.1, if Tucker is the subject of any of the events described in clause (c), then at the election of the City under the Concession Agreement, Smith shall exercise the option to cause the Partnership to be dissolved and shall, in connection with the liquidation, seek a qualified minority/women's business enterprise approved by the City, if required under the ordinances, executive orders and regulations of the City in force at the time, to be designee to purchase the Interest of Tucker under Subsection 13.3.1(b). If a willing enterprise is available for such purposes, Smith agrees to exercise its rights under such Subsection 13.3.1(b) to afford such enterprise the opportunity to purchase such Interest, and to be substituted in Tucker's place as a Partner in the Partnership.

Article 13.

Liquidation Or Reconstitution.

13.1 Winding-up Or Reconstitution By Liquidating Partner.

If the Partnership shall be dissolved pursuant to the provisions of Article 12, then the Partner whose act, or who was the subject of an act which, caused the dissolution shall be known herein as the "Non-Liquidating Partner", and the other Partner(s) shall be collectively known as the "Liquidating Partner". Following such dissolution, the Liquidating Partner shall have the right to wind-up the affairs of the Partnership pursuant to the provisions of Section 13.3, provided, however, that if the Liquidating Partner shall purchase the interest of the Non-Liquidating Partner pursuant to Subsection 13.3.5, then the Liquidating Partner may continue the business thereof.

13.2 Winding-up By Co-Liquidating Partners.

If the Partnership shall be dissolved other than pursuant to the provisions of Section 12.1, then all of the Partners shall be known as the "Co-Liquidating Partners", and the Co-Liquidating Partners shall continue to act through the Board to wind-up the affairs of the Partners and to sell the Partnership's assets and make the distributions as provided in Section 13.4. Pending the completion of such liquidation, the Partnership shall continue to receive the Cash Flow and to share all allocations for all tax and other purposes, as provided in this Agreement.

13.3 Winding-up By Liquidating Partner.

13.3.1 Rights Of Liquidating Partner.

If the Partnership shall be dissolved pursuant to the provisions of Section 12.1, then from the date of such dissolution, the business and affairs of the Partnership will be operated solely by the Liquidating Partner who shall have the same rights and powers as are granted to the Board. In such event, the Liquidating Partner shall have the right either:

- (a) to wind up the Partnership and cause the Partnership's assets to be sold and make the distributions as provided in Section 13.4; or
- (b) to purchase, through Affiliates or otherwise, the Interest of the Non-Liquidating Partner.

The Liquidating Partner shall exercise the option under this Section 13.3 by notice to the Non-Liquidating Partner given within 30 days following the effective date of such dissolution, or 30 days following the date on which the Liquidating Partner receives first knowledge that a dissolution has occurred by operation of law. Notwithstanding the foregoing, if the Non-Liquidating Partner is Tucker, then the period required for the Liquidating Partner's election to purchase the interest of the Non-Liquidating Partner shall be extended by the amount of time, if any, necessary to allow the Liquidating Partner to enter into an agreement with a qualified minority/women's business enterprise approved by the City, if required under the ordinances, executive orders or regulations of the City in force at the time, for participation in a concession operation at O'Hare. If the Liquidating Partner shall elect to purchase the Interest of the Non-Liquidating Partner pursuant to Subsection (b) above, the purchase price shall be an amount, determined as of the date of dissolution, equal to (i) the fair market value of the Non-Liquidating Partner's equity Interest in the Partnership, determined in accordance with Section 14.1, if the dissolution is based upon an event described in clause (c) or (d) of Section 12.1, or (ii) 75% of such value if for any other event described in such Section.

13.3.5 Purchase Of Non-Liquidating Partner's Interest.

If the Liquidating Partner shall elect to purchase the Non-Liquidating Partner's Interest, then such notice shall fix a date and place for the closing of the purchase, which date shall be not less than 30 days, nor more than 60 days, after the giving of such notice, during normal business hours at an appropriate location in the City. At the closing, the Liquidating Partner shall pay the purchase price for the Non-Liquidating Partner's Interest by cashier's check or by such other form of payment as shall be reasonably requested by the Non-Liquidating Partner. If the Non-Liquidating Partner is indebted to the Liquidating Partner or any one or more of them, as applicable, under one or more Partner Loans, the Aggregate Debt of all such Partner Loans shall be paid by the Non-Liquidating Partner at the closing by way of credit against the purchase price or, if insufficient, from the Non-Liquidating Partner's own funds. If the Liquidating Partner consists of more than one Partner, then they shall exercise the right to acquire the Interest of the Non-Liquidating Partner in proportion to their respective Interests or as they otherwise agree.

13.4 Distribution Of Proceeds Of Liquidation.

The proceeds from liquidation shall be applied and distributed in the following order of priority:

- (a) to the payment of:
 - (i) debts and liabilities of the Partnership except debts secured by liens on property sold subject thereto, and with respect to which there is no personal liability on the part of any of the Partners, and except Partner Loans; and
 - (ii) expenses of liquidation;
- (b) then to the setting up of any reserves which the Co-Liquidating Partners or the Liquidating Partner, as the case may be, may deem necessary for any contingent or unforeseen liabilities or obligations for the Partnership or of the Partners arising out of, or in connection with, the Partnership. Said reserves may be paid over by the Partners to a bank or trust company acceptable to the Co-Liquidating Partners, or the Liquidating Partner, as the case may be, as escrowee, to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned liabilities or obligations, and at the expiration of such period as the Co-Liquidating Partners or the Liquidating

Partner, as the case may be, shall deem advisable, distributing the balance, if any, thereafter remaining, in the manner hereinafter provided; and

- (c) then to pay the Aggregate Debt of Partner Loans made pursuant to Subsection 4.7.2 or the first sentence of Section 4.6 in the manner described in clauses (a) and (b) of Section 6.1; and
- (d) then to the Partners pro rata in accordance with their respective Capital Accounts until such Capital Accounts have been reduced to zero; provided, however, that any amounts otherwise distributable to a Partner who is indebted to another Partner for Partner Loans made under Section 4.6(a) or Subsection 4.7.1 shall be paid to such other Partner until the Aggregate Debt thereof has been paid in full; and
- (e) then to the Partners, pro rata in accordance with their respective Interests; provided, however, that any amounts otherwise distributable to a Partner who is indebted to another Partner for Partner Loans made under Section 4.6(a) of Subsection 4.7.1 shall be paid to such other Partner until the Aggregate Debt thereof has been paid in full.

Any Partner having a negative balance in its Capital Account following liquidation of its Interest shall be required to contribute to the Partnership an amount equal to such negative balance within 90 days following the date of such liquidation.

13.5 Orderly Liquidation.

A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Partners to minimize the losses normally attendant upon a liquidation.

13.6 Financial Statements.

During the period of winding up, the Partnership shall prepare and furnish to each of the Partners until complete liquidation is accomplished, all of the financial statements provided for in Section 8.3.

13.7 Non-Cash Assets.

In the event any part of the net assets of the Partnership distributable hereunder consists of notes receivable or other non-cash items, the cash from the liquidation shall be

distributed first in the order of priority set forth in Section 13.4, and such notes and other non-cash assets shall be distributed last.

13.8 Insufficient Assets.

If, upon the dissolution of the Partnership, the assets of the Partnership are insufficient to pay and discharge all obligations and liabilities of the Partnership authorized in accordance with this Agreement and upon which recourse might be had against any one or more Partners personally by persons other than a Partner, each Partner shall immediately contribute, as a cash capital contribution to the Partnership, a portion of the amount required by the Partnership to pay and discharge in full all of such obligations and liabilities of the Partnership, in proportion to its Interest. The Aggregate Debt of any outstanding Excess Partner Loans made by a Partner shall be deducted from the amount of cash capital contributions required to be made by such Partner pursuant to this Section 13.8. Furthermore, if the distributions to a Partner under clauses (d) or (e) of Section 13.4 shall be insufficient to repay any Partner Loans described therein, then the Partner indebted therefor shall be required to repay on demand the unpaid Aggregate Debt thereof.

13.9 Use Of Partnership Name.

Following the liquidation, dissolution or reconstitution of the Partnership, no Partner or Affiliate thereof shall have any right to use the name "Air Ventures" or such other name utilized by the Partnership from time to time or have any other right, title or interest in or to such name, other than the right to enforce the restriction contained in this Section 13.9.

Article 14.

Fair Market Value.

14.1 Determination Of Fair Market Value.

For purposes of Subsection 13.3.1, the fair market value of a Partner's Interest shall be determined by agreement between the Partners, and if the Partners shall not agree within 20 days following the notice of election to purchase under Subsection 13.3.1 or to trigger the mandatory buy-out procedure under Section 11.2, then such fair market value shall be determined as follows: the Partnership shall cause a balance sheet to be prepared and furnished to each of the Partners showing the assets and liabilities of the Partnership (including as liabilities, the principal and interest on all outstanding Partner Loans) and the capital accounts of the Partners as of the date on which the election to purchase, or to trigger the buy-out procedure, as the case may be, was made. Such balance sheet shall be prepared in accordance with the provisions of Section 8.3; provided, however, that, solely

for purposes of determining such fair market value, (a) the fixed assets of the Partnership shall be reflected at their appraised value determined as provided in Section 14.2, and (b) the value of such assets shall be adjusted, if necessary, to reflect their going concern value. If the appraised value is either greater or less than the value shown on such books of the Partnership, the difference between the appraised value and the value shown on such books shall be charged or credited, as the case may be, to the capital accounts of the Partners in accordance with their Interests. The fair market value of a Partner's Interest shall be the amount reflected in its capital account on such balance sheet, as adjusted to reflect the appraised value of the fixed assets, it being understood that such account may show a deficit amount. Such balance sheet shall be accompanied by the opinion of the Accountants, stating that in the opinion of such Accountants, except for the adjustment of the fixed assets to reflect appraised value of the fixed assets, such balance sheet fairly presents the financial condition of the Partnership as of the date thereof, and that the value of the fixed assets of the Partnership have been stated in accordance with the appraised value.

14.2 Appraisal Procedure.

The appraised value of the fixed assets shall be determined as follows: the Liquidating Partner or Smith (in the case of Section 11.2), as the case may be, shall name an appraiser by notice to the other Partner, given in connection with its election to purchase or to trigger the buy-out procedure, as the case may be. The other Partner shall, within 30 days thereafter, name a second appraiser by notice to the Liquidating Partner or the Offering Partner, as the case may be. The two appraisers so appointed shall name a third appraiser within 30 days after the appointment of the second appraiser. If the other Partner fails to appoint a second appraiser within such 30-day period, or if the two appraisers fail to appoint a third within such additional 30-day period, then the other appraiser or appraisers may be appointed by the then Chief Judge of the United States District Court for the district in which the Facilities are located. If said Chief Judge shall be requested to appoint an appraiser or appraisers and shall refuse to do so, then such appointment or appointments may be made by such bar association president or arbitration association as the Liquidating Partner or Offering Partner, as the case may be, shall determine. If such bar association president and arbitration association shall be requested to appoint the appraiser and shall each refuse to do so, then such appointment may be made by the Liquidating Partner or Offering Partner, as the case may be. The appraisers so selected shall be qualified by education, experience and training to appraise the fixed assets of the Partnership. Acting independently of each other, each of said three appraisers, within 45 days after appointment of the third appraiser, shall submit to each Partner a written report and appraisal stating his opinion as to the value of the fixed assets of the Partnership for the purpose of a cash sale, subject to existing encumbrances. The two appraisals which are closest in amount shall be averaged and the resulting amount shall be conclusively deemed to be the fair market value of the fixed assets of the Partnership.

Article 15.

Notices.

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

Smith:

W. H. Smith of Illinois
2141 Powers Ferry Road
Suite 300
Marietta, Georgia 30067
Attention: President

With Copies To:

Alzheimer & Gray
10 South Wacker Drive
Suite 4000
Chicago, Illinois 60606
Attention: James M. Kane, Esq.

Tucker:

Tucker Concessions, Inc.
7358 South Stony Island
Chicago, Illinois 60649
Attention: Ms. Martha Tucker

With A Copy To:

Gordon & Glickson, P. C.
444 North Michigan Avenue
36th Floor
Chicago, Illinois 60611
Attention: Scott L. Glickson, Esq.

Any notice shall be deemed to be delivered upon receipt thereof. Notices may also be delivered by hand, or by special courier, if, in either case, receipt is acknowledged by the addressee. Either party may at any time change the address(es) for notices to such party by notice given as aforesaid.

Article 16.

Restrictive Covenant.

16.1 Restriction.

Tucker and Smith each hereby agrees that, other than businesses carried on by the Partnership pursuant to this Agreement, neither it, nor its respective shareholders, directors, officers or, in the case of Tucker, the respective partners, shareholders, directors or officers of its shareholders shall, directly or indirectly, manage or operate, or possess any interest in, any business located in or at any facilities or improvements comprising O'Hare (including any expansion or reconfiguration thereof) which engages in the sale, barter or promotion of any one or more of the following: newspapers, magazines, other periodicals, books, candy, snack food, or (duty paid) tobacco products. The foregoing restriction shall be effective during the term of this Agreement and for an additional consecutive period of two full years measured from the latest to occur of (i) the termination of this Agreement, (ii) the dissolution of the Partnership, or (iii) the complete winding up of the Partnership business. For such purpose, the provisions of this Section 16.1 shall survive the earlier termination of this Agreement and may be enforced by injunctive proceeding or other appropriate remedy available at law or in equity.

16.2 Limitation On Restriction.

The restriction contained in Section 16.1 shall not apply to a Partner if the other Partner:

- (a) is no longer a Partner in the Partnership by reason of a purchase or other transfer of such Interest; or
- (b) is in default of its obligations under this Agreement.

Article 17.

Miscellaneous.

17.1 Invalidity.

All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

17.2 Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

17.3 Non-Assignability.

Except as expressly provided herein, neither this Agreement, nor any of its benefits or obligations, nor the rights or privileges herein granted, shall be directly or indirectly, by operation of law or otherwise, assigned, transferred, divided or shared by either party.

17.4 Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. There are no other terms, obligations, covenants, representations, statements or conditions other than those contained herein. No variation of modification of this Agreement nor waiver of any terms and provisions hereof shall be deemed valid unless in writing signed by the parties hereto.

17.5 Further Instruments And Acts.

The parties hereto will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purposes of this Agreement, including financing statements to secure repayment of Partner Loans under Section 4.6(a) and Subsection 4.7.1. In addition, Smith agrees to furnish all reasonable cooperation with Tucker, as requested by Tucker or the City, in connection with the renewal of Tucker's minority business enterprise certification from time to time, provided that Smith shall not be obligated to incur any expense or liability in connection with furnishing such cooperation.

17.6 Waivers.

No failure by either party hereto to insist on the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver or any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this

Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

17.7 Headings.

Headings of Articles, Sections and Subsections are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

17.8 Successors.

Subject to the provisions hereof imposing limitations and conditions upon the sale or other disposition of the interests of the parties, all of the provisions hereof shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

17.9 Remedies Cumulative.

Each right, power and remedy provided herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein or now or hereafter existing at law, in equity, by statute or otherwise, and the exercise or beginning of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers and remedies.

17.10 Counterparts.

This Agreement may be executed in any number of original counterparts, each of which shall for all purposes be deemed an original.

17.11 License Agreement.

Prior to the use by the Partnership of Smith Names, Smith and the Partnership will enter into a license agreement for the use thereof which shall, among other things, protect registrations and proprietary rights of Smith or its Affiliates in the Smith Names. Neither the Partnership nor Tucker shall obtain any right in the Smith names by virtue of any such use.

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibits "A" and "B" within this exhibit read as follows:

Exhibit "A".

O'Hare M.B.E. Orientation.

Purpose: To give our M.B.E. partners a working knowledge of all aspects of our O'Hare airport operation.

Business Segment	Trainer	Time
Sales:		
Register Operation	Chuck S.	24 hrs.
Merchandising/Display	Anjum J.	24 hrs.
Customer Service	Anjum J.	16 hrs.
Replenishment "In house"	Chuck S.	16 hrs.
Personnel/Administration:		
Interviewing	Barbara W.	40 hrs.
Recruiting	Barbara W.	16 hrs.
"New Hire" Paperwork	Barbara W.	8 hrs.
Labor Laws	Chuck S.	4 hrs.
Payroll Administration	Barbara W.	16 hrs.
Benefit Administration	Chuck S.	8 hrs.

Business Segment	Trainer	Time
Operations:		
Operating Systems	Chuck S.	8 hrs.
Training Function	Chuck S.	
	Anjum J.	8 hrs.
	Roy B.	
Counseling	Chuck S.	4 hrs.
Follow-Up	Chuck S.	24 hrs.
Security	Tim H.	16 hrs.
Expense Control	Chuck S.	8 hrs.
Landlord Relations	Chuck S.	4 hrs.
Airport Regulations	Roy B.	4 hrs.
Policies/Procedures	Anjum J.	16 hrs.
Accounting:		
Cash Room Operations	Chuck S.	16 hrs.
Sales Reporting	Anjum J.	16 hrs.
Distribution Center:		
Buying Merchandise	Roy B.	24 hrs.
Receiving/Pricing	Roy B.	24 hrs.
Distribution to Stores	Roy B.	40 hrs.
Magazines/Books	Rolando M.	40 hrs.

Business Segment	Trainer	Time
Damage/Defective Merchandise	Roy B.	16 hrs.
	Rolando M.	
Price Changes	Anjum J.	8 hrs.
Invoice Processing	Roy B.	24 hrs.
Stocking	Roy B.	24 hrs.

	TOTAL:	496 hrs.

O'Hare M.B.E. Orientation -- Home Office.

Note: These 3 days are designed to provide an overview of the functions of the Home Office as they relate to total company operations and specifically to airport operations at O'Hare. The M.B.E. Associates will be brought back to the Home Office after six months in the field for follow-up training.

Name	Topic	Time
Leon Jensen, C.E.O.	General Overview of Company	45 minutes
Bob Helpert, C.F.O.	Overview of Company Finances	45 minutes
Ray Attebery, C.O.O.	Overview of Operations	45 minutes
Dave Ellis, V.P. Personnel	Overview of Corporate Personnel Functions	45 minutes
Tim Albrecht, Mgr. Compliance and Administration	Personnel paperwork flow Legal aspects of Personnel Policies P.S.I.	2 hours
Nanci Cole, Mgr. Compensation and Benefits	Compensation Structure Performance Review System Unemployment/Worker's Compensation and Benefits	1.5 hours

Name	Topic	Time
Anna Green, Mgr. Training	Overview of Training Programs	1 hour
Day 2		
Nick LaRosa, V.P. Merchandising	Overview of Airport Merchandising Philosophy	30 minutes
Terri Bever, Buyer Noreen Peters, Buyer Shirley Duffey, Buyer Stacy Cohen, Buyer	Discussion of specific merchandising programs as they relate to O'Hare operations	2 hours
Franklin Smith, V.P. Marketing	Merchandise Presentation	1 hour
Jonathan Moffat, Mgr. Research and Planning	Market Research Study Results	1 hour
Nick Massalo, Director Promotions	Promotions, V.I.P. program	1 hour
Jane Goldsmith, Mgr. Corporate Communications	Overview of Corporate Communications	1 hour
Day 3		
Rich McNamara, Controller Dan Sbar, Asst. Contr.	Overview of Corporate Accounting Hotel Accounting Depts. Sales Audit	3 hours
David Dennis, Asst. Contr.		
Chris Hutton, V.P. M.I.S.	Overview of M.I.S.	30 minutes
Jim Christian Systems Implementation	P.O.S.	30 minutes

Name	Topic	Time
Chuck Bible Systems Implementation	Store Systems, Inventory	1 hour
Joe Davis, V.P. Distribution Services and Constructions	Overview of Distribution Services Remodels	30 minutes
Kate Beres, Mgr. Merchandise Operations	Control Book	30 minutes
Larry Chaffin, V.P., Transportation	Review of Home Office 1 hour relationship to Airport operations	

Exhibit "B".

The estimated cost to complete the leasehold improvements, furniture, fixtures and equipment for the premises scheduled on Exhibit A of the Concession Agreement is \$1,346,500.00.

Exhibit "C".

*Exhibit C To That Certain Concession Agreement By And Between The City
Of Chicago And W. H. Smith Of Illinois, Incorporated.*

Schedule Of Merchandise.*

The Concessionaire shall have the right in the Existing Facilities to sell, vend and dispense on an exclusive, partial exclusive (with the other indicated Airport concessionaires), and non-exclusive (with all other Airport concessionaires) basis those items of Merchandise set forth below; provided, however, to the extent that the authority granted to Concessionaire in Section 5.1 of this Agreement to sell, vend and dispense any item of Merchandise as set forth in this Exhibit C is in conflict with the rights of Faber Drug Co., Inc., pursuant to the Drugstore Concession Agreement approved by the City Council of the City of Chicago on July 29, 1988, to sell, vend or dispense any item of Merchandise set forth in said concession agreement, the Concessionaire shall not sell, vend or dispense any item of Merchandise.

*To the extent that any of the brand named merchandise specified herein is discontinued, brand names are changed and/or sizes of brand named items are changed, Concessionaire shall be permitted to substitute comparable merchandise.

- 1) Newspapers and newspaper-type publications including but not limited to the following: *Chicago Tribune, Chicago Sun-Times, The Wall Street Journal, USA Today, The Daily Herald, Crain's Chicago Business, The Christian Science Monitor, Chicago Defender, The New York Times; The Sporting News, Rolling Stone, National Enquirer, National Examiner, Weekly World News, Barron's, National Business Employment Weekly*---- Concessionaire only except and to the extent provided otherwise in Section 5.1 of the Concession Agreement;
- 2) Magazines and periodicals -- Concessionaire only;
- 3) Paperback books and book cassettes -- only Concessionaire and City designated bookstore locations whose primary business is the selling of books;
- 4) Hardback books (limited and restricted to 20 bestseller titles) -- Concessionaire and City designated bookstore locations whose primary business is the selling of books;
- 5) Tobacco, tobacco products and smoking accessories used in connection therewith -- only Concessionaire, Carson International as an ancillary service to restaurant patrons, City designated drugstore locations and City designated tobacco store locations whose primary business is the selling of tobacco, tobacco products and smoking accessories;
- 6) Prepackaged confections, prepackaged candy, prepackaged chewing gum, contact lens solution, cleaner and drops and hosiery -- only Concessionaire and City designated drugstore locations; and as for prepackaged candy only Concessionaire and designated candy store locations;
- 7) Packaged snack foods -- Concessionaire and any and all City designated locations provided, Concessionaire shall not sell or vend prepackaged nuts and health snacks in excess of one-quarter pound in Concourses E and F;
- 8) Gifts -- Concessionaire and any and all City designated locations;
- 9) Toys -- (limited and restricted to five (5) linear feet per Concession location) -- only Concessionaire and City designated Toy Store locations;
- 10) Souvenirs -- for souvenir items less than \$20, which \$20 is to be adjusted annually based on changes in the Consumer Price Index for all Urban Workers, Chicago, Illinois and Northwestern Indiana, all items, Series A (1967 = 100) -- Concessionaire and any and all City designated locations;
- 11) Novelty/souvenir T-shirts, sweatshirts, sun glasses, tank tops, caps and visors and jackets and such sports apparel as are associated with the City of Chicago and State of Illinois sports teams and such special events as Super Bowl, World Series, and National Collegiate Athletic Association Basketball Final Four Tournament -- only Concessionaire and City designated specialty sports, souvenir and gift shop locations;

- 12) Postcards -- (limited and restricted to two (2) spinner racks or equivalent linear space per Concession Location) -- only Concessionaire and United States Post Office;
- 13) Greeting Cards -- (limited and restricted to two (2) spinner racks or equivalent linear space per Concession Location) -- Concessionaire and any and all City designated locations;
- 14) Junior yellow note pad, regular note pad legal size, envelopes (50's) and scotch tape (limited and restricted to two (2) spinner racks or equivalent linear space per Concession Location) -- Concessionaire and any and all City designated locations;
- 15) Film, flash cubes, batteries, pens, pencils, video tapes and playing cards -- Concessionaire and any and all City designated locations;
- 16) High-tech luggage cart, ties, belts, tote bags, plastic garment bags- (limited and restricted to six (6) linear feet per Concession Location) -- Concessionaire and any and all City designated locations;
- 17) Costume Jewelry except for sterling silver and American Indian Turquoise Jewelry -- (limited and restricted to one (1) table top spinner rack or three (3) linear feet per Concession Location) -- Concessionaire and any and all City designated locations; and
- 18) Health and beauty aids and non-prescription drugs -- Concessionaire in all Concession Locations except those Concession Locations located in Terminal 2 and Terminal 3 of the Airport (i.e., Concession Locations numbered 1, 2 and 3 on Exhibit to this Agreement) and any and all City designated locations.

Exhibit "D".

*To That Certain Concession Agreement By And
Between The City of Chicago And W. H.
Smith Of Illinois, Incorporated.*

Guaranty.

For Value Received, and in consideration of, and as an inducement for the execution and delivery of the foregoing and attached concession agreement (hereinafter called the "Agreement") granting the right and privilege to engage in the newsstand concession business within the Site(s) identified in the Agreement and the exhibits attached thereto by the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through the Department of Aviation of the City of Chicago (hereinafter called the "City"), to W. H. Smith of Illinois, Inc. (formerly known as Elson's of Illinois, Inc.), an Illinois corporation, the Concessionaire therein

named (hereinafter called the "Concessionaire"), the undersigned, W. H. Smith, Inc. (hereinafter called the "Guarantor") hereby guarantees to the City, its successors and assigns, the full and prompt payment of fees, and any and all other sums and charges payable by the Concessionaire, its successors and assigns, under said Agreement, and further hereby guarantees the full and timely performance and observance of the terms, covenants, conditions and agreements therein provided to be performed and observed by the Concessionaire, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the City, its successors and assigns, that if default shall at any time be made by the Concessionaire, its successors and assigns, in the payment of any such fees, and any and all other sums and charges payable by the Concessionaire, its successors and assigns, under said Agreement, or if Concessionaire should default in the performance and observance of any of the terms, covenants, conditions or agreements contained in said Agreement, the Guarantor will forthwith pay such fees and other such sums and charges to the City, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements.

This Guaranty is an absolute and unconditional guaranty of payment and performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on the City's part of any kind or nature whatsoever against the Concessionaire, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of the Guaranty and the obligations of the Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the City against the Concessionaire, or against the Concessionaire's successors and assigns, of any of the rights or remedies reserved to the City pursuant to the provisions of the said Agreement or by relief of Concessionaire from any of Concessionaire's obligations under this Agreement or otherwise (including, but not by way of limitation, the rejection of said Agreement in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Agreement, or by reason of any extension of time that may be granted by the City to the Concessionaire, its successors or assigns or a changed or different use of the Sites consented to in writing by the City, or by reason or any dealings or transactions or matters or things occurring between the City and the Concessionaire, its successors or assigns, whether or not notice thereof is given to the Guarantor.

The City's consent to any assignment or assignments, and successive assignments by the Concessionaire and Concessionaire's assigns of the Agreement made either with or without notice to the Guarantor shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

The assignment by the City of the Agreement and/or the avails and proceeds thereof made either with or without notice to the Guarantor shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

All of the City's rights and remedies under the said Agreement or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

[Signature forms omitted for printing purposes.]

EXECUTION AND RENEWAL OF CARGO BUILDING AND SITE
LEASE AGREEMENT WITH C. F. AIRFREIGHT,
INCORPORATED AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 20, 1988.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred (November 16, 1988) an ordinance authorizing the renewal and execution of a Cargo and Building Site Lease with Consolidated Freightways, Inc., at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,

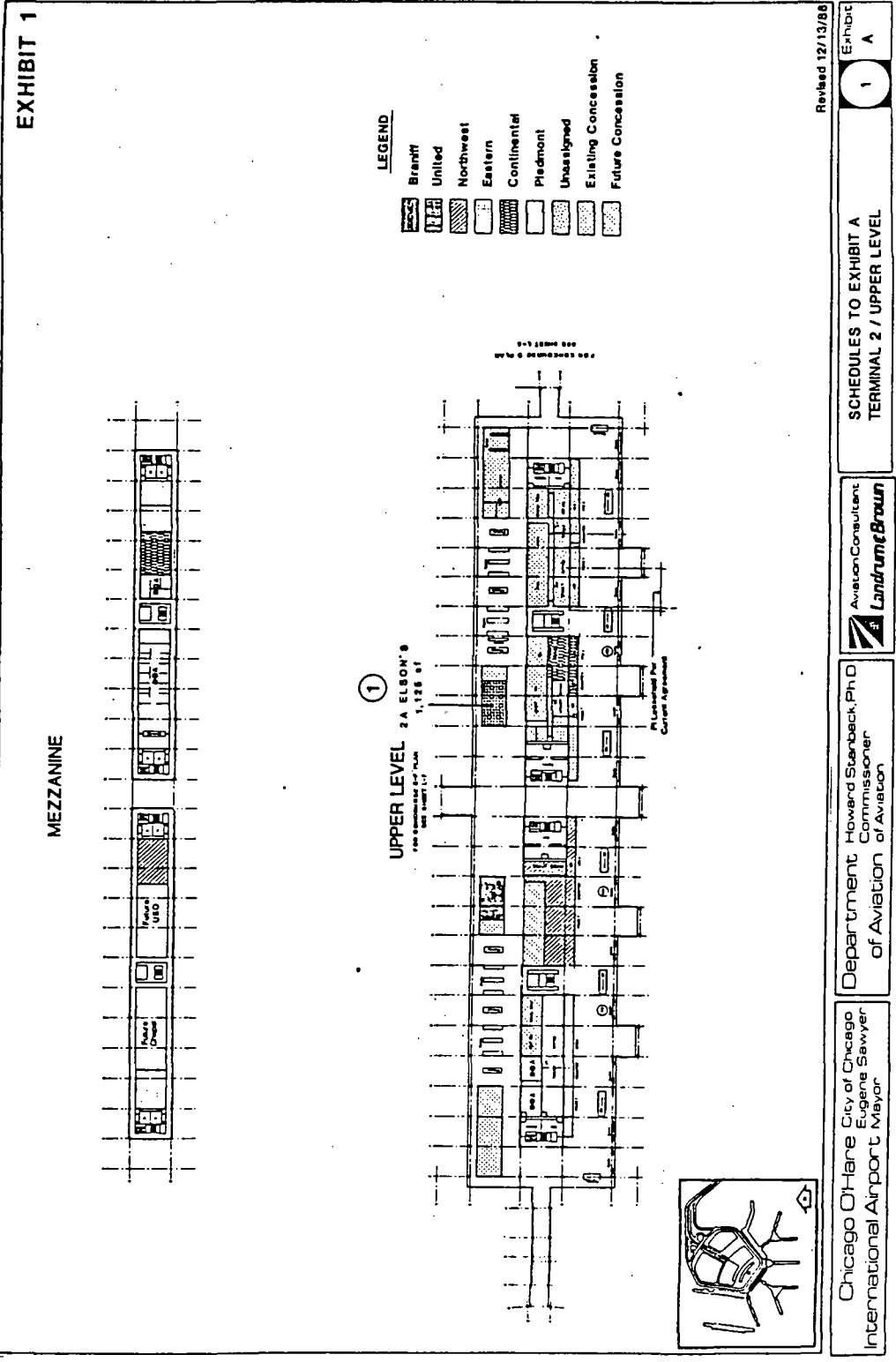
(Signed) THOMAS W. CULLERTON,
Chairman.

(Continued on page 23299)

*Exhibit "A" To That Certain Concessions Agreement**By And Between The City Of Chicago And**W. H. Smith Of Illinois, Incorporated.*

Exhibit ID	Description	Square Feet
1	2A T-2/Upper Level	1,125
2	3A T-3/Upper Level	1,125
3	3B T-3/Upper Level	750
4	4A Terminal 4	540
5	E-1 Concourse E/Upper Level	90
6	F-1 Concourse F/Upper Level	90
7	E-2 Concourse E/Upper Level	625
8	F-2 Concourse F/Upper Level	725
9	G-1 Concourse G/Upper Level	500
10	H-1 Concourse H/Upper Level	90
11	K-1 Concourse K/Upper Level	90
12	K-2 Concourse Stem	90
13	H-2 Concourse H 32	247
14	H-3 Concourse H 62	450
15	K-3 Concourse K 41	368

Exhibit ID	Description	Square Feet
16	K-4 Concourse K 68	450
17	L-1 Concourse L/Upper Level	360
18	3C T-3/Basement Storage	1,260
19	B-Interim Stand	90
20	B-Interim Stand	90
21	B-1 Concourse B Bay	900
22	B-7 Concourse B Bay Interim	900
23	B-7 Concourse B Bay Permanent	900
24	B-Airside Concourse Infill / North*	900
25	B-21 Bubble Infill	182
26	C-Interim Stand/South	90
27	C-Interim Stand	90
28	C-Interim Stand	90
29	C-1 Concourse C Bay Interim	900
30	C-1 Concourse C Bay Permanent	900
31	C-Airside Concourse Infill / North*	900
32	Concourse B Storage	238
33	Concourse C Storage	303



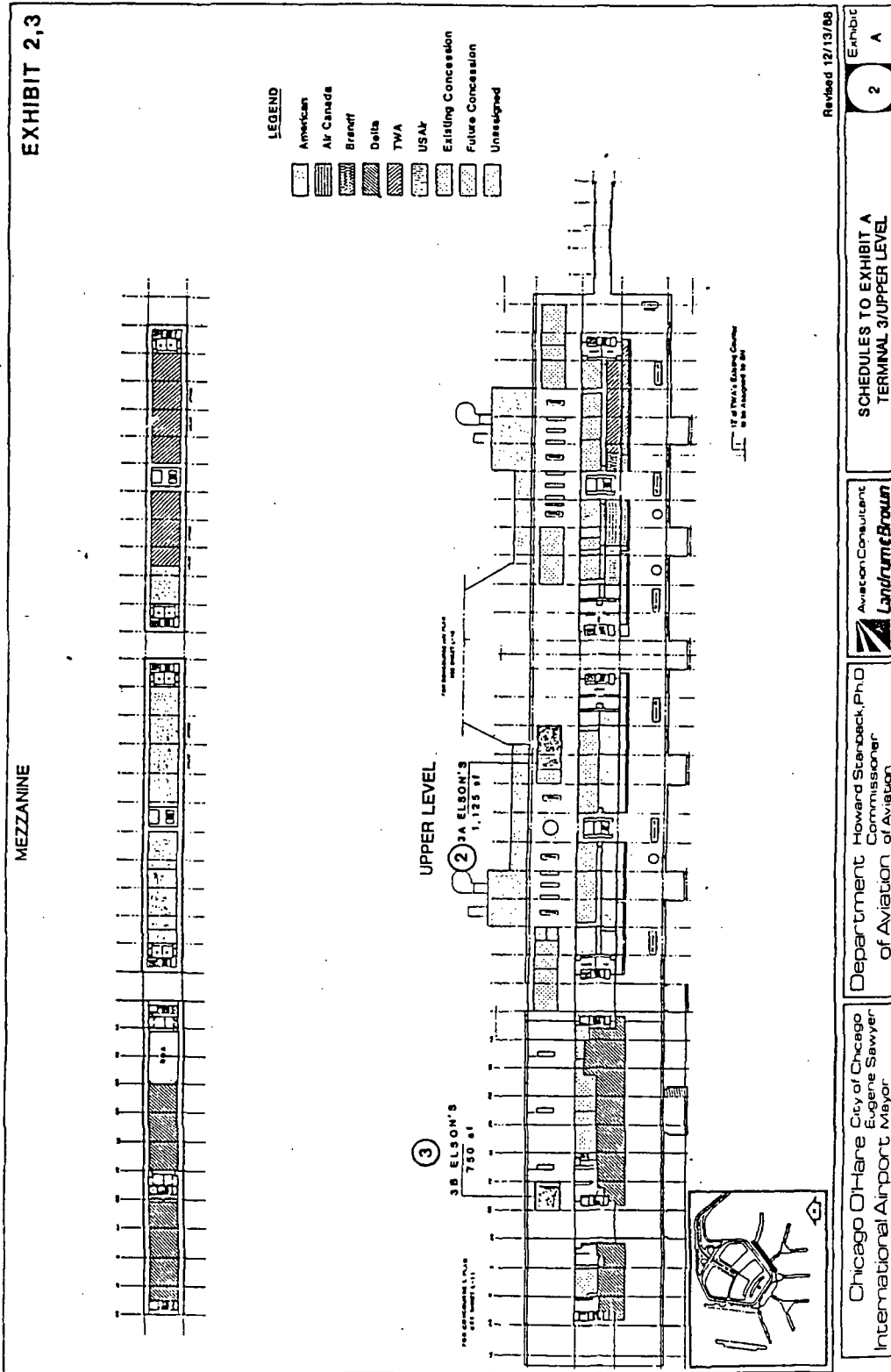
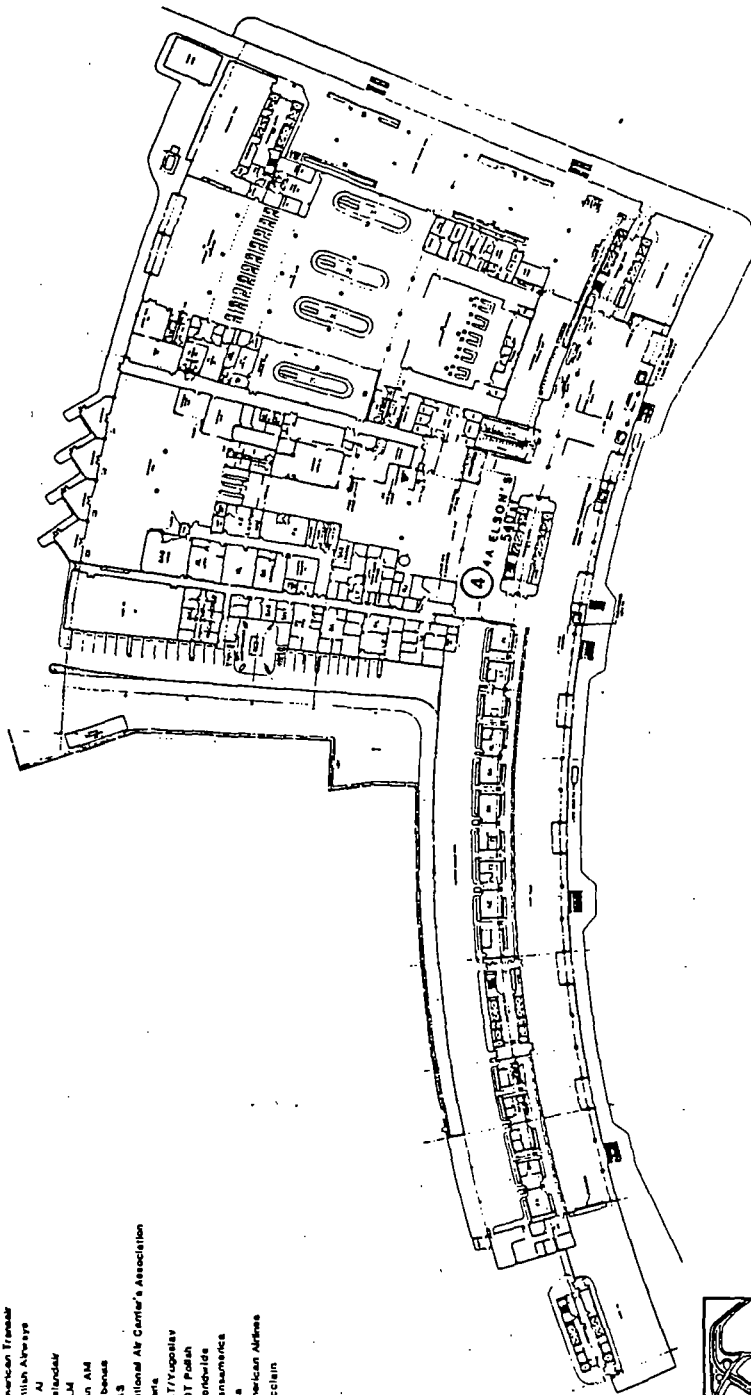
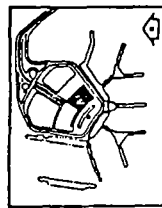


EXHIBIT 4



- ABBREVIATIONS**
- AZ Alaska
 - TZ American Transair
 - BA British Airways
 - LY Delta
 - FI Icelandair
 - KL KLM
 - PA Pan Am
 - SN Sabena
 - SK SAS
 - NACA National Air Carrier's Association
 - Rena
 - JAT/Yugoslav
 - LOT Polish
 - Wendair
 - Transamerica
 - Ala
 - AA American Airlines
 - MU Micalein



Revised 12/13/88

Exhibit
A

3

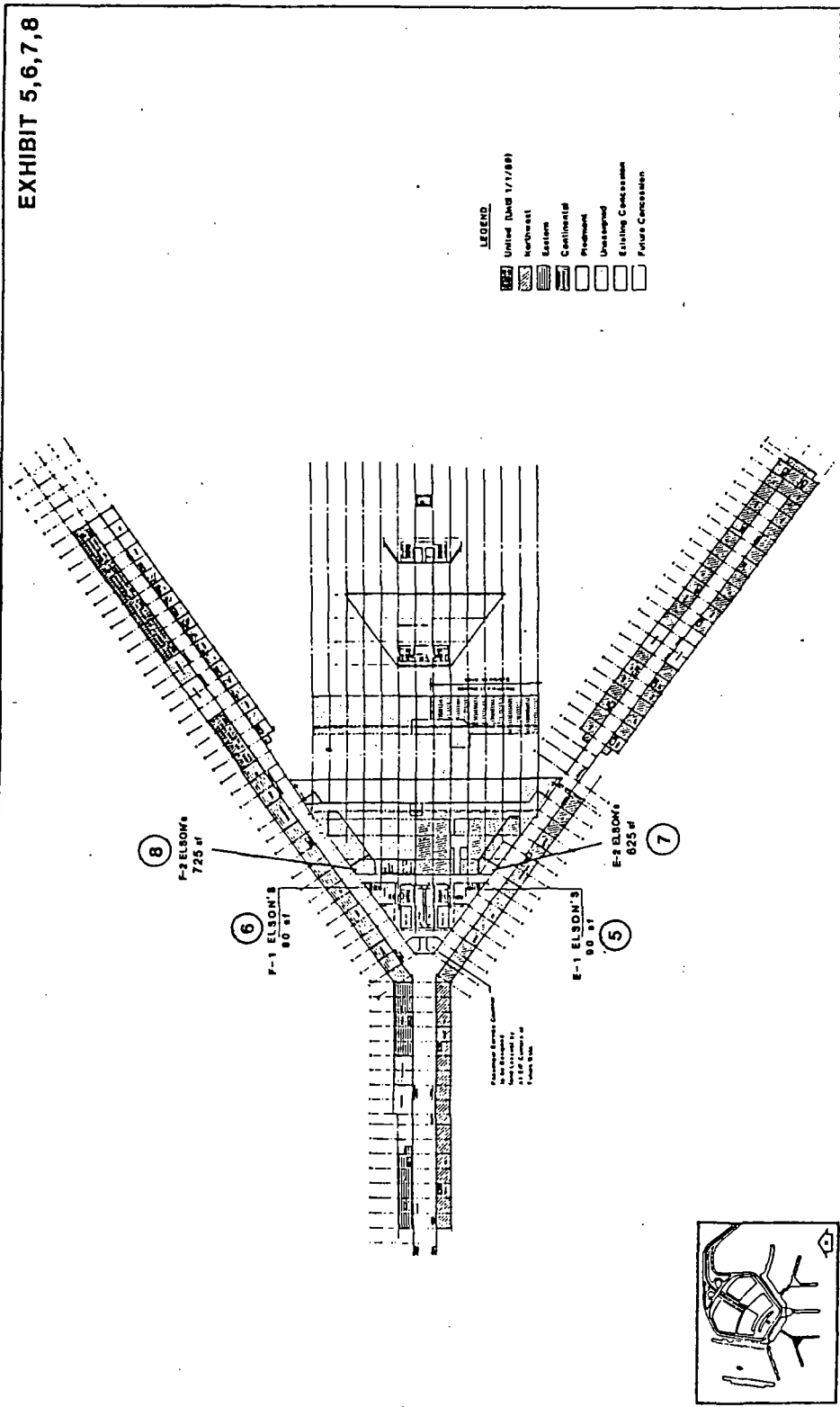
SCHEDULES TO EXHIBIT A
TERMINAL 4

Aviation Consultant
LandrumBrown

Department of Aviation
Howard Stronbeck, Ph.D.
Commissioner

Chicago O'Hare City of Chicago
Eugene Sawyer
International Airport Mayor

EXHIBIT 5,6,7,8



Revised 12/12/88

Chicago O'Hare City of Chicago
 Eugene Sawyer
 International Airport Mayor

Department
 of Aviation

Howard Sternbeck, Ph.D.
 Commissioner
 of Aviation

Aviation Consultant
LandrumBrown

SCHEDULES TO EXHIBIT A
 CONCOURSE E/F UPPER LEVEL

4

EXHIBIT
 A

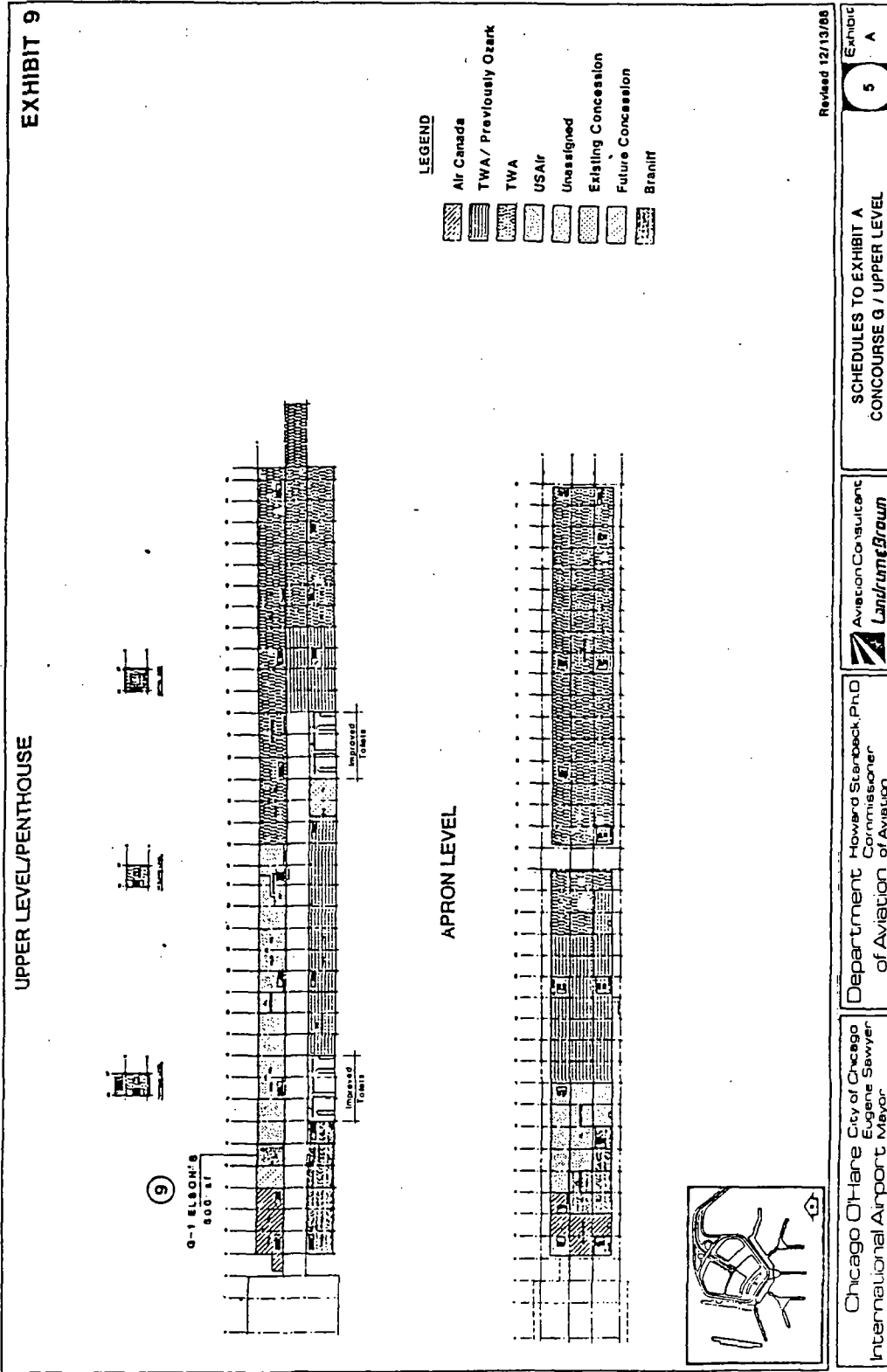
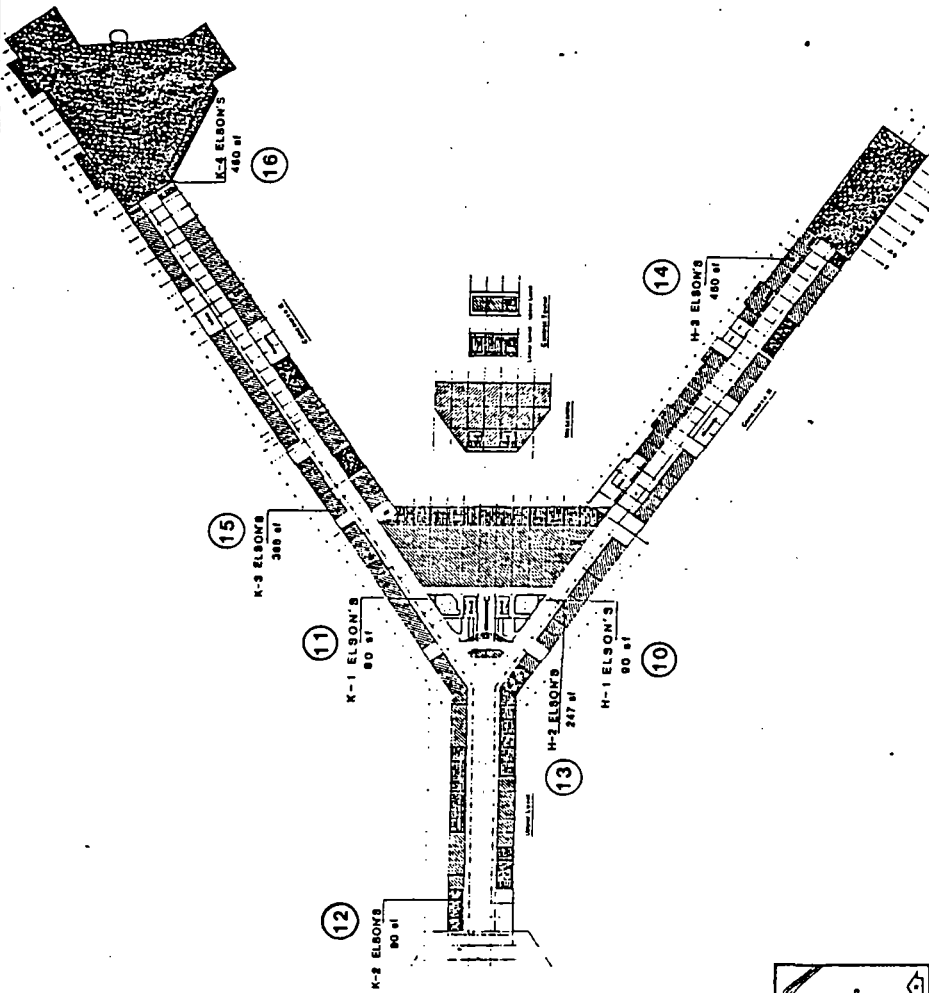


EXHIBIT 10,11,12,13,
14,15,16



Revised 12/19/88

Exhibit
6
A

SCHEDULES TO EXHIBIT A
CONCOURSE H/K UPPER LEVEL

Aviation Consultant
Landrum & Brown

Department of Aviation
Howard Starbuck, Ph.D.
Commissioner of Aviation

Chicago O'Hare
City of Chicago
Eugene Sawyer
International Airport Mayor

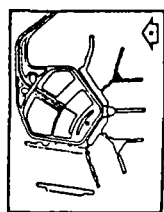
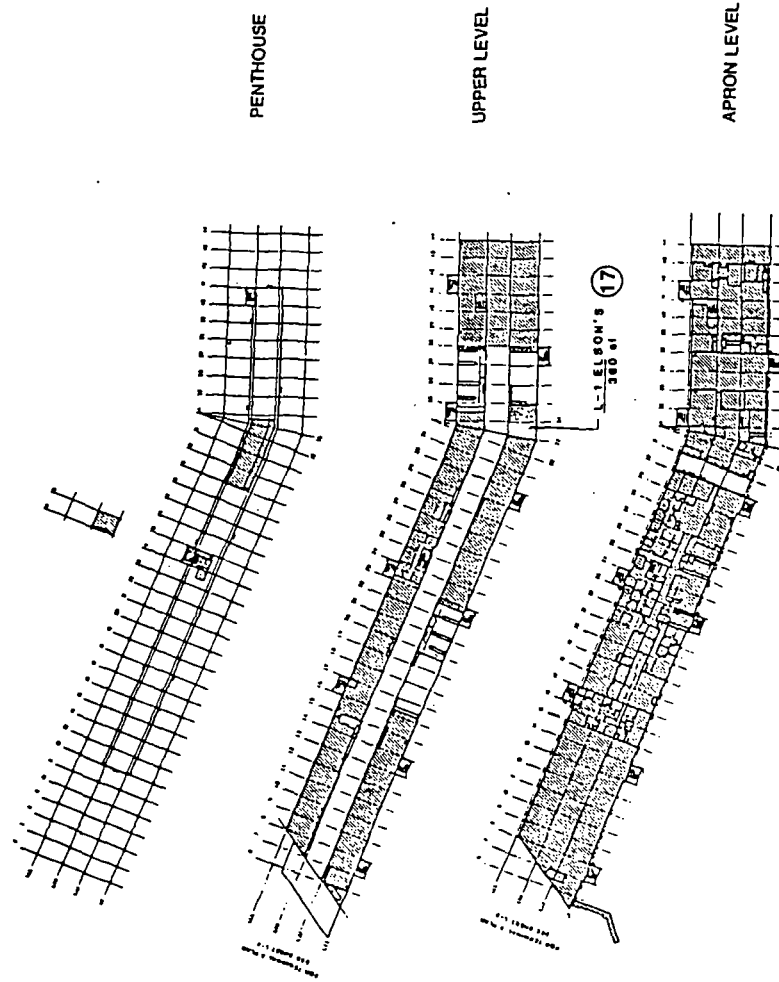


EXHIBIT 17

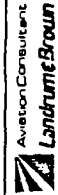


Revised 12/13/88

Exhibit
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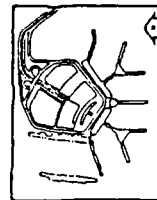
7

SCHEDULES TO EXHIBIT A
CONCOURSE L / UPPER LEVEL



Department of Aviation
Commissioner
Howard Starback, Ph.D.

Chicago O'Hare International Airport Mayor
City of Chicago
Eugene Sawyer



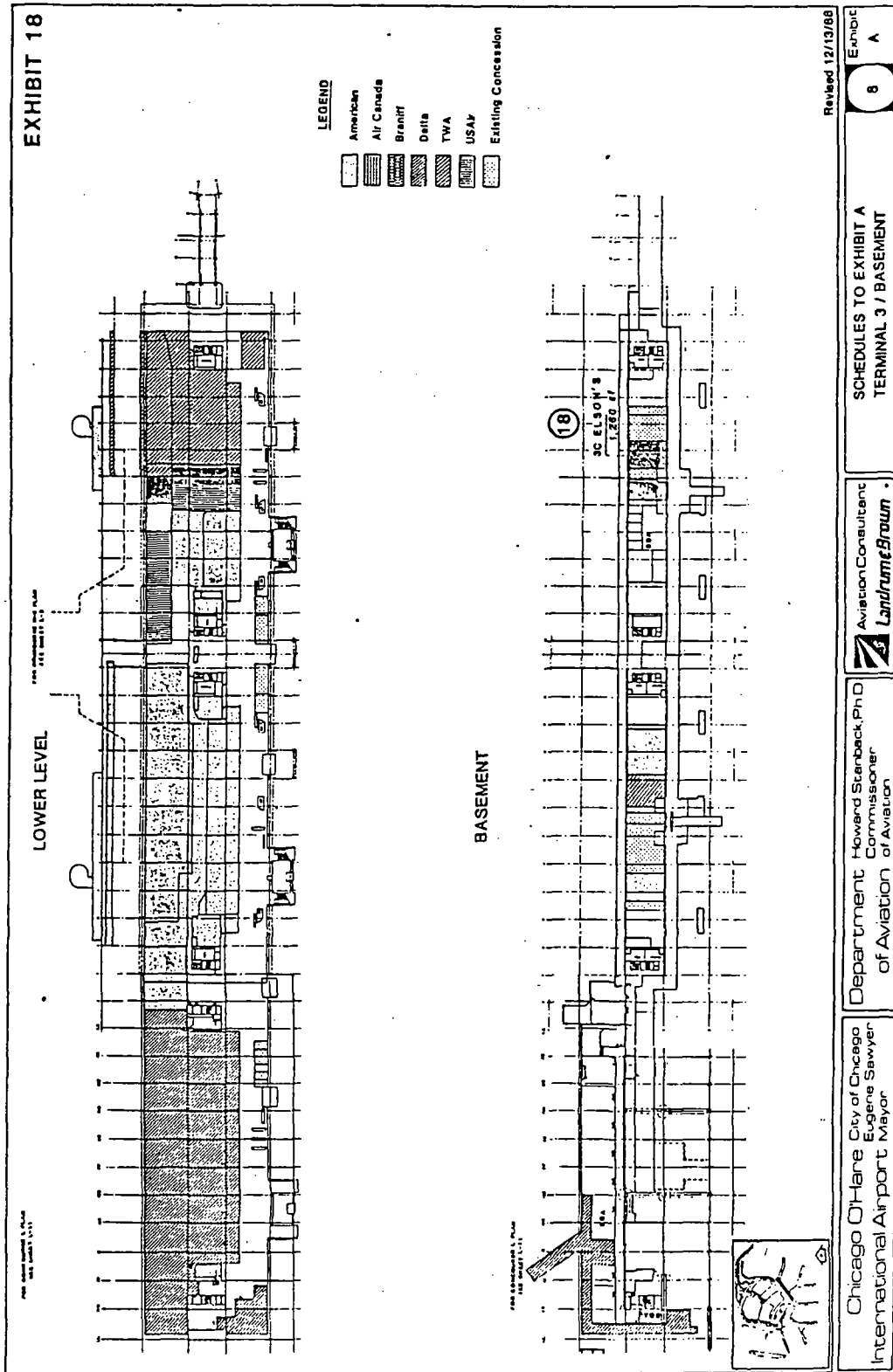
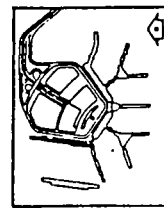
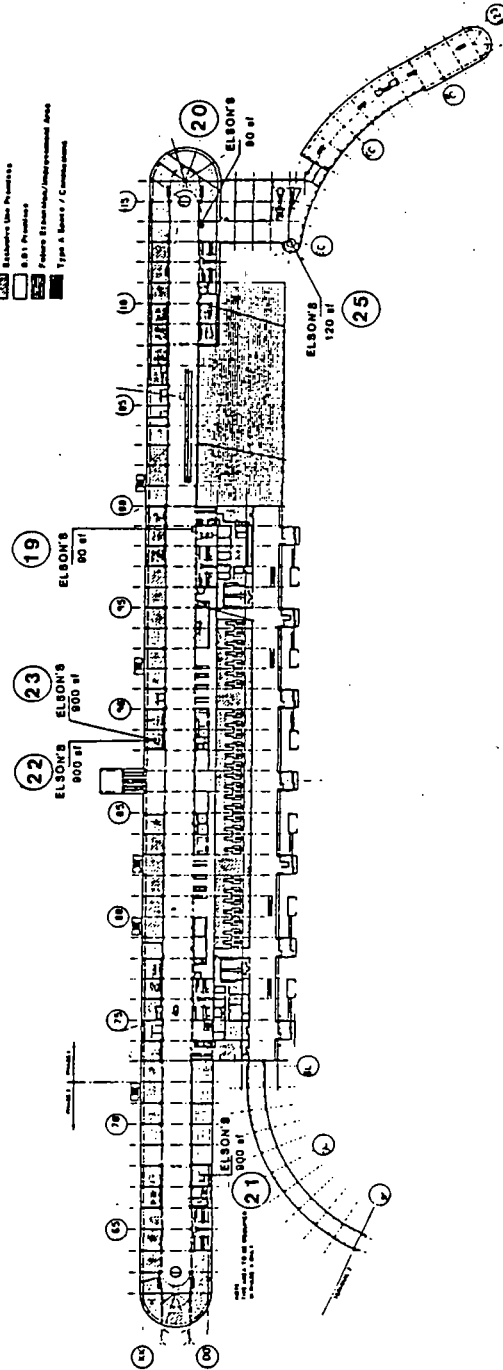


EXHIBIT 19,20,21,22,23,25

LEGEND

- ELSON'S Use Precedence
- ELSON'S Precedence
- Priority ELSON'S/Improvement Area
- Type A, B, C, / Construction



Revised 12/13/88


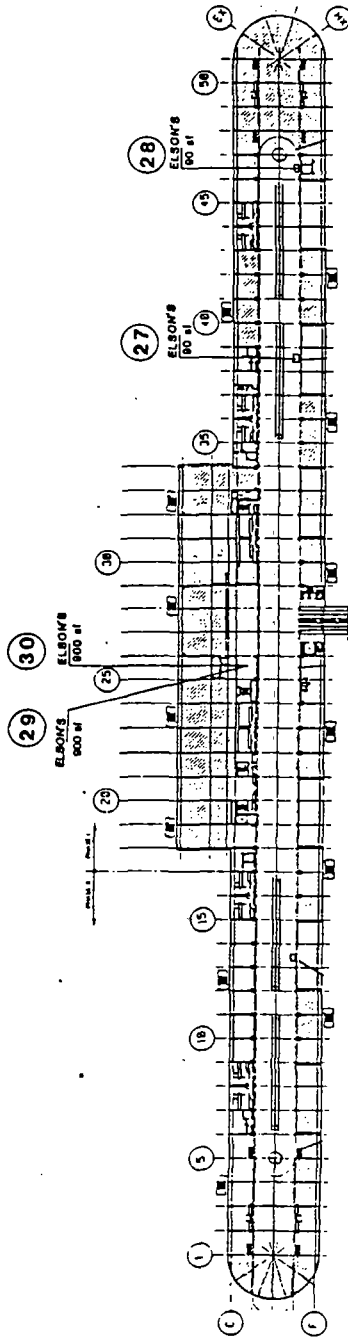
Chicago O'Hare International Airport City of Chicago Eugene Sawyer Mayor	Department of Aviation Howard Stenbeck, Ph.D Commissioner of Aviation	 Aviation Consultant Lundrum & Brown	SCHEDULES TO EXHIBIT A CONCOURSE B / UPPER LEVEL	<div style="border: 1px solid black; padding: 2px; display: inline-block;">9</div> EXHIBIT A
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EXHIBIT 27,28,29,30



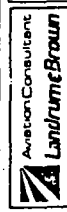
SEE PLAN 10 OF RECORD
FOR FLOOR 1 ONLY

Revised 12/13/88

Exhibit
A

10

SCHEDULES TO EXHIBIT A
CONCOURSE C / UPPER LEVEL



Department: Howard Stanbeck, Ph.D.
Commissioner
of Aviation

Chicago O'Hare
City of Chicago
Eugene Sawyer
International Airport Mayor

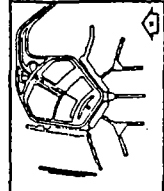


EXHIBIT 24

POTENTIAL FUTURE SITE

900 sf

Revised 12/13/86


Chicago O'Hare City of Chicago International Airport Eugene Sawyer Mayor	Department Howard Stanback, Ph.D. of Aviation Commissioner of Aviation	 Aviation Consultant Landrum & Brown	SCHEDULES TO EXHIBIT A POTENTIAL FUTURE SITE	11 Exhibit A
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EXHIBIT 26

POTENTIAL FUTURE SITE

90 sf

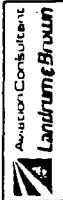
Revised 12/13/88

Exhibit

12

A

SCHEDULES TO EXHIBIT A
POTENTIAL FUTURE SITE



Department: Howard Stanback, Ph.D.
Commissioner
of Aviation of Aviation

Chicago O'Hare City of Chicago
International Airport Eugene Sawyer
Mayor

EXHIBIT 3 1

POTENTIAL FUTURE SITE

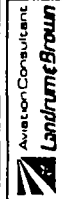
900 sf

Revised 12/13/88

13

Exhibit A

SCHEDULES TO EXHIBIT A
POTENTIAL FUTURE SITE



Department of Aviation
Howard Starback, PhD
Commissioner of Aviation


Chicago O'Hare
City of Chicago
Eugene Sawyer
International Airport Mayor

EXHIBIT 32

STORAGE CONCOURSE B

238 sf

Revised 12/13/88

Chicago O'Hare International Airport Eugene Sawyer Mayor	Department of Aviation Howard Stenbeck, Ph.D. Commissioner	 Aviation Consultant Landrum & Brown	SCHEDULES TO EXHIBIT A STORAGE CONCOURSE B	14	Exhibit A
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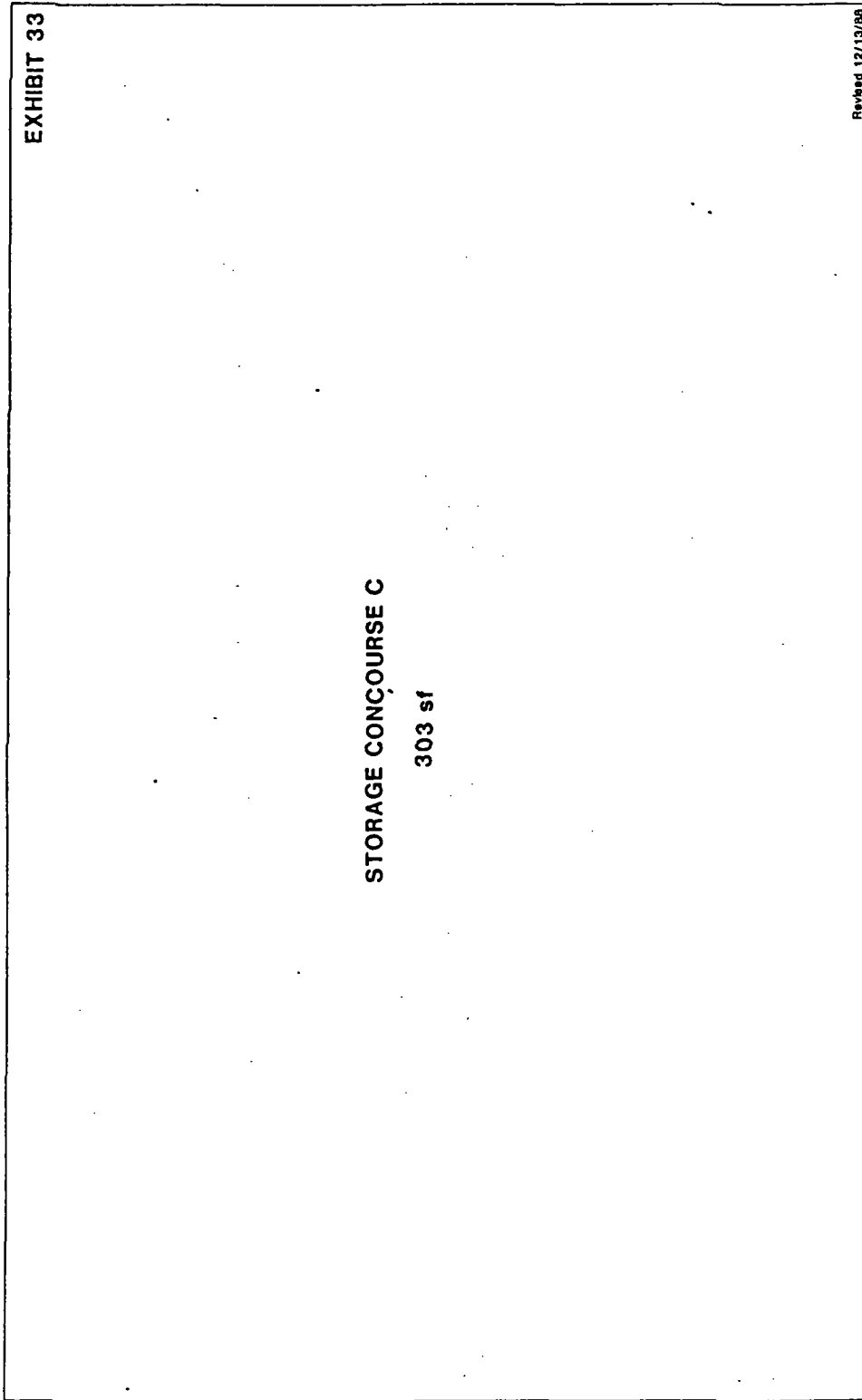


EXHIBIT 33

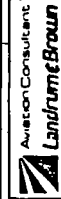
STORAGE CONCOURSE C

303 sf

Revised 12/13/88

15	EXHIBIT A
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SCHEDULES TO EXHIBIT A
STORAGE CONCOURSE C



Department: Howard Starbeck, Ph.D.
Commissioner
of Aviation

Chicago O'Hare City of Chicago
International Airport Eugene Sawyer
Mayor

(Continued from page 23281)

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Cargo Building and Site Lease with C. F. AirFreight, Incorporated, for certain premises at Chicago O'Hare International Airport, said agreement to be substantially in the form attached:

[Lease agreement immediately follows Section 2
of this ordinance.]

SECTION 2. This ordinance shall be in full force and effect from and after its adoption.

Cargo Building and Site Lease Agreement attached to this ordinance reads as follows:

*Chicago O'Hare International Airport
C. F. Airfreight, Incorporated.*

Cargo Building Lease.

This Lease is made and entered into as of the ____ day of _____, 1988, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and C. F. Airfreight, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Tenant").

Witnesseth:

Whereas, City owns and operates the Airport known as Chicago O'Hare International Airport (the "Airport") shown on Exhibit A attached hereto, with the power to lease premises and facilities and to grant rights and privileges with respect thereto;

Whereas, Tenant is or wishes to remain engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Tenant such premises and facilities, and to grant to Tenant such rights and privileges, upon the terms and conditions hereinafter provided:

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

Article I.

1.01 Definitions.

The following words, terms and phrases, shall, for purposes of this agreement, have the following meaning:

- (1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the Tenant of all the uses permitted under this agreement in Section 2.02, other than for reasons of strikes or Force Majeure, for a period of thirty (30) days.
- (2) "Agreement" means this Cargo Building and Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.
- (3) "Tenant" means, at any time, the lessee of the Demised Premises referenced in Section 2.01.
- (4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of freight, cargo or mail as a common carrier for compensation or hire in commerce. Air transportation of freight and cargo shall not mean the air transportation of persons for compensation.
- (5) "Airport" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago

Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

- (6) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.
- (7) "Demised Premises" means, at any time, those areas and facilities which are leased to such Tenant for its exclusive occupancy and use as defined in Section 1.01.
- (8) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.
- (9) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may later adopt for the Airport.
- (10) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.
- (11) "Taxiways" means, at any time, taxiways and taxi lanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

1.02 Incorporation Of Exhibits. The following exhibits attached hereto are made a part of this Agreement:

Exhibit A -- Airport Layout Plan;

Exhibit B -- The Demised Premises;

Exhibit C -- Cargo Area Layout Plan.

Article II.

2.01 Lease Of Premises.

City hereby leases to Tenant, and Tenant does hereby lease from City, the premises owned by the City of Chicago (hereinafter referred to as the "Demised Premises") shown as outlined on Exhibit B attached hereto, and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described, subject only to a reservation of easement rights for the maintenance and replacement, if necessary, of such public utilities as may traverse the Demised Premises, and subject to certain options herein described.

The Demised Premises consists of a cargo building, truck maintenance garage, truck dock area, roadway and parking facilities with an area of 100,537 square feet.

2.02 Operation Of Demised Premises.

Tenant is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof, certain options herein described, and rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Tenant of the business of air transportation of freight and cargo, including, without limitation, the following:

- (a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;
- (b) the loading, unloading and parking of automobiles and trucks relating to its air freight and cargo operations;
- (c) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, and the carrying on of activities reasonably necessary or convenient in connection with its air freight and cargo operations;
- (d) the operation of a commissary by Tenant for its own use;
- (e) the receiving, dispatching, handling and storing of property for use by Tenant in its operations at the Airport.

Nothing in this agreement shall be deemed to permit the conduct by Tenant of any cargo and freight business other than the operation of an air cargo transportation business.

Tenant may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the sole discretion of the Commissioner of Aviation who may establish appropriate conditions for such approval.

2.03 Ingress And Egress; Right To Connect Utilities.

Subject to rules and regulations promulgated by City in accordance with Article VII hereof, Tenant, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Tenant, its employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Tenant, (iii) transporting, loading, unloading or handling property, cargo, or mail in connection with Tenant's business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sight-seeing facilities, or for the use of ground transportation to, from or within the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any sales, occupation or other taxes, or permit or license fees. Tenant shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Tenant shall not block or otherwise obstruct common use taxi lanes or access roads with aircraft or groundside vehicles, respectively, at any time nor in any manner which will impair or adversely affect any other tenant from using or operating on said taxi lanes or access road areas.

2.04 Airport Use License Agreement.

Tenant agrees to execute and honor the obligations and covenants contained in the Airport Use License Agreement authorized by the City Council on July 15, 1987 (C.J.P. pp. 2082 -- 2085) the term of which is to be effective as of the effective date of this agreement and which is to terminate upon the termination of this agreement.

Article III.

3.01 Term.

The term of this agreement shall be for a period of three (3) years commencing upon _____ the date of authorizing ordinance by the City Council of the City of Chicago and terminating on _____, unless sooner terminated in accordance with the provisions set forth herein, or unless after the expiration of the three (3) year term the City extends the agreement on a month-to-month basis until such time as the building and/or building site is needed in connection with operations in and around the new International Terminal -- T5.

Article IV.

4.01 Rent.

- (a) At such time and in such manner as set forth in subsection (b), Tenant shall pay City rent as follows:

- (1) Land rental \$0.65 per square foot per year \$0.10 per square foot per year for maintenance of common cargo areas. (Exhibit C)

Total Land Rental = \$75,402.75

- (2) Building rental cargo building -- \$5.00 per square foot per year x 27,007 square feet truck maintenance garage -- \$3.00 per square foot per year x 1,378 square feet.

Total Building Rental = \$139,169.00

Total Rental Payment = \$214,571.75

- (b) Rent shall begin accruing hereunder upon the date of City Council approval. Tenant shall pay City, not later than the first day of each month, the rent due for such month. All such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this lease shall be prorated, if necessary. The prorated amount of rent for the first month shall be due on the first of the following month, together with the full payment for said following month.

4.02 Taxes.

Tenant shall responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Tenant to the appropriate taxing agency. Tenant shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within five days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Tenant from contesting such charge or tax if enacted or promulgated by City.

4.03 Utilities.

Tenant shall be responsible for payment of all costs of water, electricity, natural gas, telephone service and all other utility services for the Demised Premises whether furnished by City or purchased by City on behalf of Tenant or furnished by independent contractors.

Article V.

5.01 Maintenance, Replacement And Repair.

- (a) Tenant shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Demised Premises and shall clean and keep them clear of debris. Tenant shall, at all times at the Demised Premises:
- (i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
 - (ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Tenant to be of a quality and class not inferior to the original material and workmanship;
 - (iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and
 - (iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).
- (b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Tenant requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Tenant shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations

5.02 Signs.

Any advertising signs installed by Tenant on the Demised Premises shall be limited to those which advertise the air cargo transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

5.03 Lighting.

Tenant shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration jurisdiction over the Demised Premises.

5.04 Covenant Against Liens.

Tenant shall keep the Demised Premises free and clear of liens which might arise out of any act by Tenant; provided however, that Tenant may, in good faith, contest the validity of any lien.

5.05 Performance By City Upon Failure Of Tenant To Maintain.

In the event Tenant fails to perform for a period of forty-five (45) days after written notice from City so to do, any obligation imposed on Tenant by this agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this agreement or an interference with the possession of said Demised Premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof. Tenant shall pay City such charge when invoiced in addition to any other amounts payable by Tenant hereunder. However, if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City, the City may perform such obligation of Tenant at any time without waiting forty-five (45) days and Tenant shall pay the cost and expense of such performance upon receipt of invoice.

5.06 Inspection.

City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Tenant to make ordinary repairs. City representatives shall notify Tenant's representative on the Demised Premises at the beginning of any inspections.

5.07 Nondisturbance.

The operations of Tenant and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Tenant to correct the demeanor, conduct, or appearance of Tenant's employees, Tenant shall forthwith comply with such request.

Article VI.

6.01 Facilities Furnished By City.

City shall deliver the Demised Premises to Tenant in "as is" condition. The Demised Premises is provided with roadways, water lines, sewer lines, utility lines and drainage ditches constructed by the City. Tenant may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Tenant shall be required to pay to City its established charge for direct metered water supplied by City to Tenant through any such water line. Tenant shall pay all charges for electricity, natural gas, telephone service and all other utilities furnished to the Demised Premises whether furnished by City, purchased by City or furnished by independent contractor.

6.02 Acceptance Of Premises.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises.

6.03 Maintenance And Operation Of Airport.

City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

6.04 Exclusive Possession.

Subject to the provisions of this Lease, City covenants that so long as Tenant performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive

possession and enjoyment of the Demised Premises, and rights and privileges leased to it hereunder.

6.05 Performance By Tenant Upon Failure Of City To Maintain And Operate.

In the event City fails to perform any obligation required under Section 6.02 of this agreement, after written notice to City and a forty-five (45) day period, Tenant may perform such obligation of City and bill City for the cost to Tenant of such performance, but Tenant shall not deduct any such cost from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Tenant's operations at the Airport and Tenant so states in its notice to City, Tenant may perform such obligation and bill City for Tenant's cost of such performance if the City has not commenced performance of its obligations after receipt of such notice.

Article VII.

7.01 Rules And Regulations.

- (a) Tenant shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Tenant of any right or privilege granted to it hereunder or under any other agreement between Tenant and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such City rule or regulation shall be applicable to Tenant unless it has been given fifteen (15) days notice of the adoption thereof.
- (b) City shall keep Tenant supplied with City's current Airport rules and regulations applicable to Tenant.
- (c) Nothing herein shall be construed to prevent Tenant from contesting in good faith any rule or regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Tenant.

Article VIII.

8.01 Exercise By City Of Governmental Functions.

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Tenant to pay any tax or inspection fee or to procure

necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder.

Nothing herein shall be construed to prevent Tenant from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Tenant. Any action contesting such tax or inspection fee shall not relieve Tenant of its responsibility to pay such tax or inspection fee.

Article IX.

9.01 Insurance.

Tenant shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air cargo transportation business.

If pursuant to any other agreement between Tenant and City, Tenant is complying with requirements identical with those of this section, such compliance shall also serve as compliance with the requirements of this section.

9.02 Insurance Of Demised Premises.

- (a) The Demised Premises shall be insured at all times and during the term hereof, under a so-called "fire and extended coverage policy or policies", issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Tenant. All such insurance policies shall name City additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City. Any costs incurred by City under such insurance policies shall be paid by Tenant to City at the Office of City Comptroller of City within thirty (30) days after receipt by Tenant of a statement therefor.
- (b) If the Demised Premises is damaged or destroyed, Tenant shall immediately consult with City about whether the Demised Premises should be repaired or rebuilt depending on such considerations as the amount of time remaining on the Lease, plans for future development of the area and the amount of damage sustained. Should City decide to repair or rebuild the Demised Premises Tenant shall, without delay, prepare plans, specifications and estimates of the cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design subject to such modifications

thereof as may be approved by Tenant and City. City shall participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

- (c) In the event the damage is not capable of being repaired, Tenant may, by notice to City given within sixty (60) days after such damage, and with approval by City, elect not to repair the same and in such event, Tenant shall, after joint consultation with the City and only after receiving the written approval and concurrence of the City, cause such building or improvement to be demolished to the ground level and the debris removed, using insurance proceeds for such purpose. Any balance of such insurance proceeds, remaining after such repair or demolition and removal shall be divided equally between City and Tenant. In the event Tenant's election not to repair any damage not capable of being repaired as aforesaid, then Tenant may at the same time and by further notice to City elect to terminate this agreement on the date of giving such notice, which termination, however, shall not affect the rights and obligations of City and Tenant under this paragraph.
- (d) In the event insurance proceeds are insufficient due solely to Tenant's failure to maintain adequate coverage required by this article, Tenant shall, with its own funds, complete the repair, replacement, or demolition (in such case) of the Demised Premises.
- (e) Tenant agrees to indemnify, defend and hold City harmless from and against all liabilities, judgements, costs, damages and expenses which may accrue against, be charged to be claimed or recovered from City by reason or on account of damage to the property of City or the property of, injury to or death of any person, arising from Tenant's use and occupancy of and operations at the Airport, including acts of its agents, contractors and subcontractors: provided that City shall give Tenant prompt and timely notice of any claim made or suit instituted which, in any way, affects Tenant or its insurer, and Tenant or its insurer shall have to compromise and defend the same to the extent of their own interests. Any final judgement rendered against the City for any cause for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

9.03 Proof Of Insurance.

Tenant shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Tenant shall notify the Commissioner in writing twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

Article X.

10.01 Abatement In The Event Of Closing.

In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency through no fault of Tenant, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise then the rent payable by Tenant shall abate for the period of such closing.

10.02 Abatement On Account Of Casualty.

- (a) If due to damage or destruction by fire or other casualty, not due to any fault of Tenant, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 6.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Tenant to conduct normal operations on the Demised Premises, then the rent payable hereunder by Tenant for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Tenant's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Tenant's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Tenant at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Tenant for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.
- (b) If due to damage or destruction by fire or other casualty affecting the Airport, Tenant's use of the Airport in its conduct of an air cargo transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Tenant shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.
- (c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Tenant to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Tenant shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for

such protest. Copies of such protest shall be delivered to the Commissioner and the Corporation Counsel. Within thirty (30) days of receipt of said protested rent, City shall notify Tenant of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction.

- (d) Except as otherwise expressly set forth herein, Tenant shall have no right to rent abatement or setoff of any kind.

Article XI.

11.01 Release Of City.

- (a) City shall not be liable to Tenant, or to Tenant's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport; or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.
- (b) City shall not be liable to Tenant or to Tenant's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any property of Tenant or any loss of revenues to Tenant resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the gross negligence of the City.

11.02 Regulating The Airport.

Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

11.03 Indemnity.

- (a) Tenant shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgements, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of

acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the gross negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

- (i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;
 - (ii) Tenant's use or occupancy of the Airport or non-use (if such non-use is contrary to Tenant's obligations hereunder) of any premises demised to Tenant hereunder;
 - (iii) The condition of Tenant's demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
 - (iv) The violation by Tenant of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.
- (b) City shall promptly notify Tenant in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim or action and shall furnish Tenant with a copy of all suit papers and legal process. Tenant shall assume and have full responsibility for the defense of settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Tenant in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XII.

12.01 Termination By City.

City may terminate this Agreement by giving Tenant sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (i) The filing by Tenant of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the

rent due and to become due under the terms of this agreement shall be accelerated and become immediately due and payable.

- (ii) The institution of proceedings in bankruptcy against Tenant, if such proceedings are not dismissed within sixty (60) days.
- (iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization law.
- (iv) The appointment of a receiver of all or substantially all of Tenant's assets and Tenant's failure to vacate such appointment within sixty (60) days thereafter.
- (v) The assignment by Tenant of its assets for the benefit of its creditors.
- (vi) The abandonment by Tenant of its conduct of transportation of cargo and freight at the Airport.
- (vii) The failure by Tenant to maintain adequate insurance coverage, as required in Article IX.
- (viii) The default by Tenant in the performance of any material, covenant or agreement required to be performed by Tenant herein and the failure of Tenant to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of written notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Tenant shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

12.02 Airport Development.

City may terminate this Agreement by giving Tenant six (6) months advance written notice at any time during the initial three (3) year term hereof if the O'Hare Development Program should require the City to recapture the Demised Premises.

Article XIII.

13.01 Recovery Of Possession By City.

- (a) If Tenant abandons the Demised Premises, or if this Agreement is terminated, Tenant's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Tenant shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Tenant and any other person claiming through it, with or without process of law, and to expel and remove Tenant and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Tenant and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Tenant.
- (b) The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this agreement.

Article XIV.

14.01 Termination By Tenant.

- (a) Tenant may terminate this Agreement and any or all of its obligations hereunder if (i) at such time Tenant is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:
 - (1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Tenant and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Tenant;
 - (2) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Tenant's use of the Airport in its conduct of an air cargo transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days;

- (3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Tenant's use of the Airport in its conduct of an air and ground transportation business; provided, however, that none of the foregoing shall be due to any fault of Tenant;
- (4) The default by City in the performance of any material covenant or agreement required to be performed by City herein and the failure of City to remedy such default, within a period of sixty (60) day after receipt from Tenant of notice to remedy the same;
- (5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less then sixty (60) days, provided such restriction adversely affects Tenant's operations at the Airport;
- (6) The substantial restriction of Tenant's air freight operations at the Airport due to the construction of the automated ground transportation (rail) system or Terminal No. 5 for a period of not less than sixty (60) consecutive days.

No waiver by Tenant of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Tenant relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver or any subsequent default of any of such terms, covenants and conditions.

Any termination by Tenant pursuant to Section 14.01(a)(1), (2), (3), (5) or (6) shall not occur unless the Tenant serves upon the Commissioner and Corporation Counsel written notice of said termination thirty (30) days prior of such termination together with a written statement of how the substantial operations of the Tenant have been affected.

Article XV.

15.01 Right Of Tenant To Remove Property.

Tenant shall be entitled during the term of this agreement, and for a reasonable time (not exceeding thirty (30) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this agreement, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder or under any other agreement between City and Tenant relating to the Airport or any part thereof; provided, however,

that Tenant shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

15.02 Inspection Of Premises.

Tenant shall notify the Commissioner in writing thirty (30) days prior to removing the last of its trade fixtures, tools, etc. or to its vacation of the building so that a joint City/Tenant inspection of the Demised Premises can be scheduled as a condition prior to the City's acceptance of the Demised Premises in a clean, safe and good condition. Tenant agrees to either correct (prior to the vacation of the Demised Premises) any reasonable deficiencies which are discovered at this inspection or to reimburse City for doing so.

15.03 Return Of The Demised Premises To The City.

The City has a right to the return of the Demised Premises at the termination of this Lease in good condition and repair, pursuant to the City's standards, reasonable wear and tear excepted. Therefore:

- (a) Tenant shall advise the Commissioner of Aviation by an official written notice thirty (30) days prior to removing the last of its trade fixtures, tools, etc., so that the City may schedule an inspection of the Demised Premises to determine if the Tenant is in compliance with this Section 15.02 and with Section 15.01 hereof. A list of repairs and housekeeping tasks is to be drawn up and presented to the Tenant to be made or performed by Tenant, at Tenant's expense, prior to Tenant's last day of use and occupancy.
- (b) Unless notified by the Tenant of plans to vacate the Demised Premises prior to the termination of this Lease, the City will schedule an inspection of the Demised Premises for the same purpose and follow the same procedures as in subsection (a) above, approximately thirty (30) days prior to the end of the approved term or the removal by the Tenant of the last of its trade fixtures, tools, etc.
- (c) If Tenant abandons the Demised Premises without giving the required thirty (30) day notice of such action, or if Tenant fails to properly repair or clean up the Demised Premises in accordance with list presented to it by the City pursuant to subsections (a) or (b) above, the City may make the repairs and do the housekeeping necessary to restore the Demised Premises to a condition required to re-let them, and Tenant upon demand by City agrees to pay the costs associated with such repairs and housekeeping as are deemed necessary by City.

Article XVI.

16.01 Nondiscrimination In The Use Of The Demised Premises By Tenant.

This agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, for itself, its personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds or race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

16.02 Nondiscrimination In Furnishing Services.

Tenant agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

16.03 Affirmative Action.

- (a) Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 151, Subpart E, to insure that no person shall, on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.
- (b) Tenant assures that it will comply with all ordinances and Executive Orders of the City of Chicago.

Article XVII.

17.01 Assignments And Encumbrances.

Tenant shall not mortgage, pledge, hypothecate, or otherwise encumber, or cause any lien to be placed on the Demised Premises. Tenant shall not assign, sublet, sublease, license, or otherwise authorize the right to use in whole or in part the Demised Premises without the prior written approval of the Commissioner of Aviation.

Article XVIII.

18.01 Notices.

All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, Department of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Tenant or as required by this Agreement, and shall be deemed given when so mailed. All notices to Tenant provided for herein shall be in writing and may be sent registered mail, postage prepaid, addressed to C.F. AirFreight, Inc. 3240 Hillview Avenue, P.O. Box 10340, Palo Alto, California 94303, or to such other address as Tenant may designate from time to time by notice to City, and shall be deemed given when so mailed.

18.02 Separability.

In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provisions shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

18.03 Remedies Cumulative.

The rights and remedies granted in this agreement are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use of another.

18.04 Headings.

The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

18.05 Successors And Assigns.

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18.06 Construction And Consent To Jurisdiction.

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

18.07 Late Payments.

Any payment required to be made by Tenant under this Agreement which is not paid within five (5) days of its due date shall bear interest per annum at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

18.08 Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

18.09 Amendments.

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

In Witness Whereof, the City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and C. F. AirFreight, Inc., has caused this Agreement to be executed on its behalf by its _____ and its corporate seal to be hereunto affixed and attested by its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A", "B" and "C" attached to this lease agreement printed on pages 23322 through 23324 of this Journal.]

EXECUTION OF LEASE AGREEMENT WITH UNITED SERVICE ORGANIZATIONS OF CHICAGO, INCORPORATED FOR USE OF CERTAIN TERMINAL AREA AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 20, 1988.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred (October 26, 1988) an ordinance authorizing execution of a lease of space at Chicago O'Hare International Airport to United Service Organizations of Chicago, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

(Continued on page 23325)

Exhibit "A"

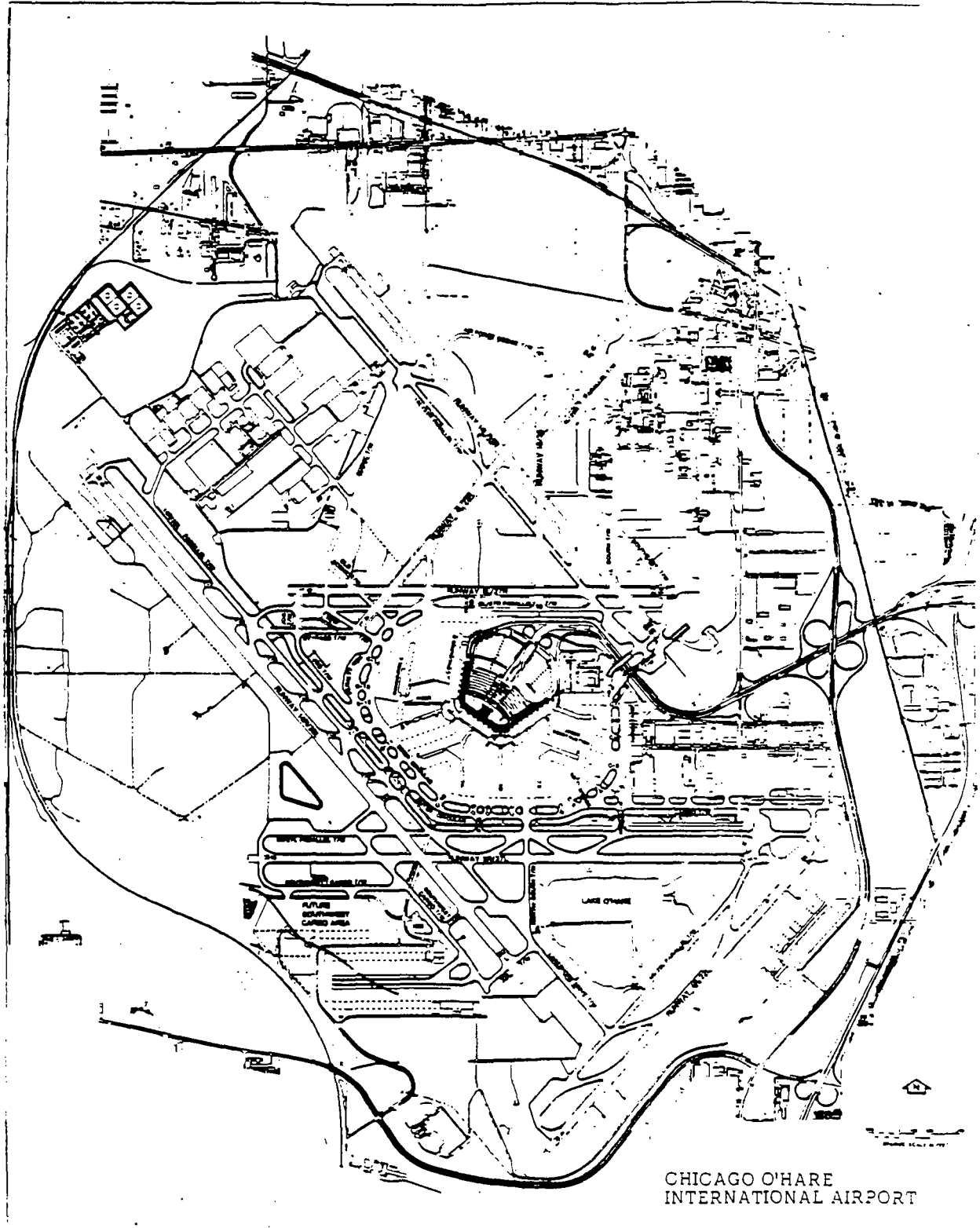
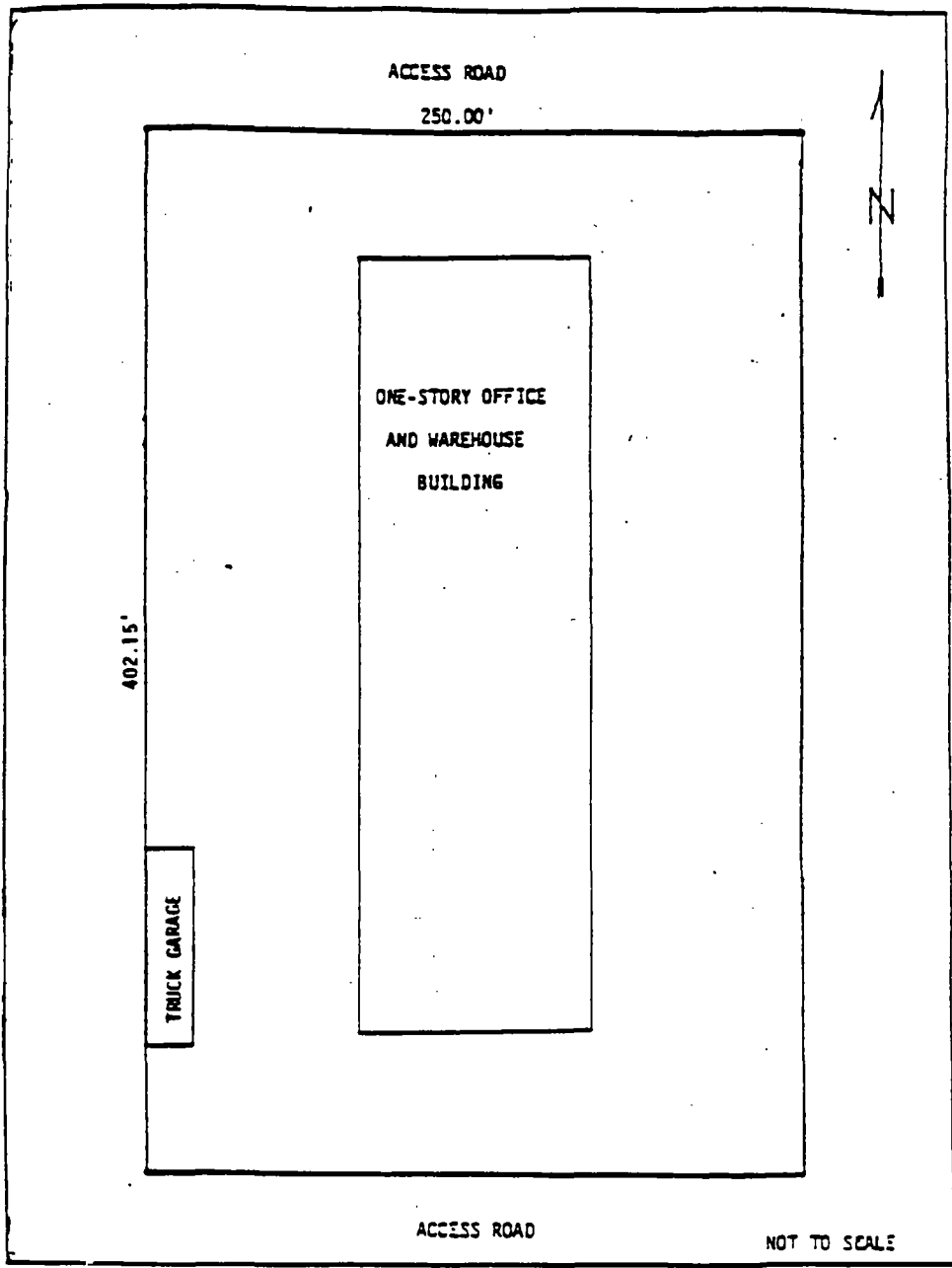


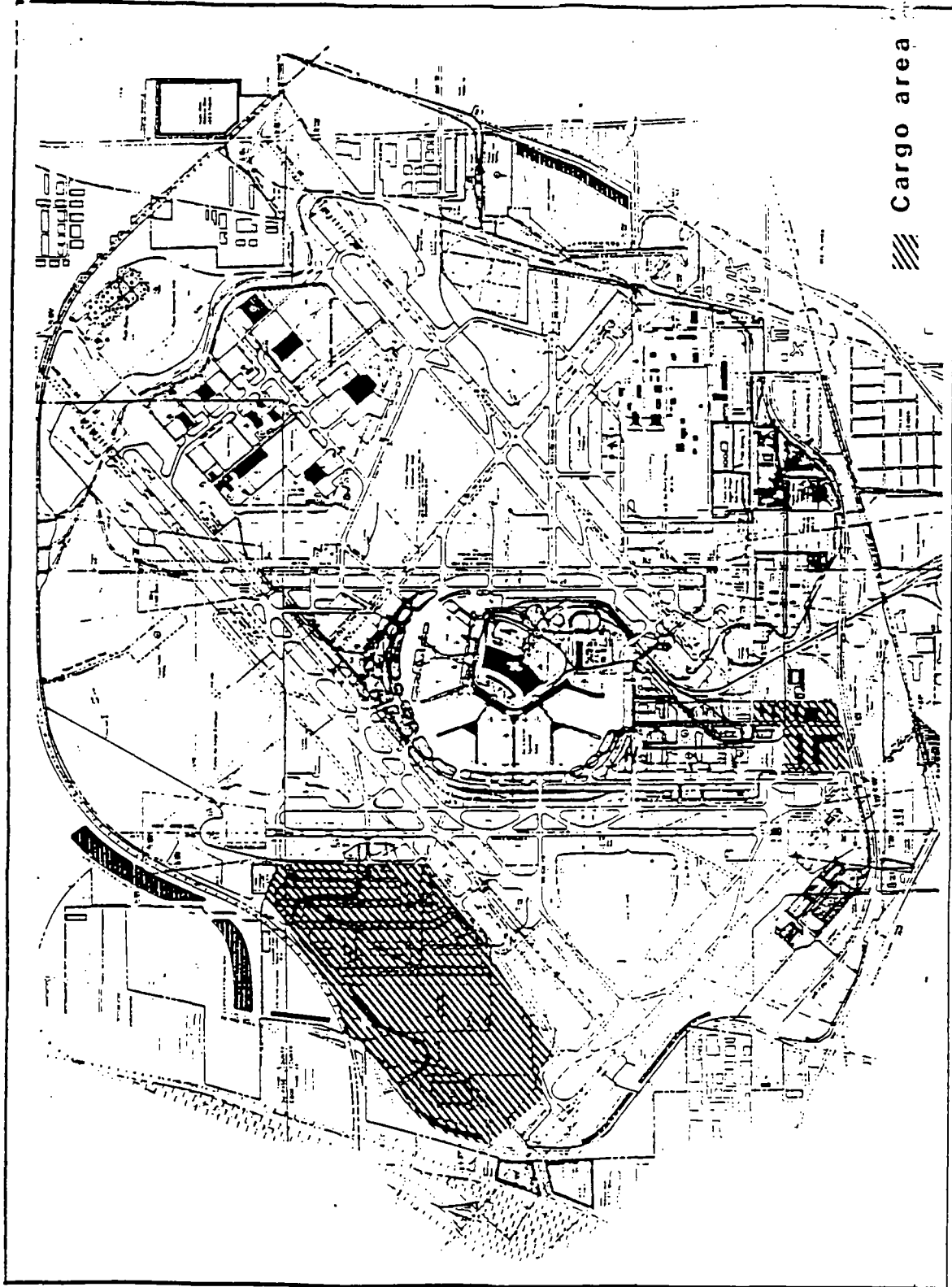
Exhibit "B"

PROPERTY SKETCH



CF AirFreight, Inc.

Exhibit "C"



Cargo area

COMMON IMPROVEMENT O & M

O'HARE ASSOCIATES
LANDPLANNING DIVISION
A Division of CH2M HILL

CHICAGO O'HARE INTERNATIONAL AIRPORT

(Continued from page 23321)

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Acting Mayor, subject to attestation by the City Clerk, approval by the Acting Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an agreement between the City of Chicago and the United Service Organizations of Chicago, Inc., at Chicago O'Hare International Airport, said agreement to be in substantially the following form:

[Lease agreement immediately follows Section 2
of this ordinance.]

SECTION 2. This ordinance shall be in full force and effect from and after its adoption.

Lease agreement attached to this ordinance reads as follows:

Terminal 2.

*Lease Of Lounge Area
On Mezzanine Level.*

This Lease, made and entered into as of this ____ day of _____, 1988, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and United Service Organizations of Chicago, Inc., a not-for-profit corporation, organized and existing under and by virtue of the laws of the State of Illinois ("Tenant").

Witnesseth:

Whereas, City owns and operates Chicago-O'Hare International Airport (the "Airport") and has power to grant rights and privileges with respect thereto; and

Whereas, City desires to lease to Tenant and Tenant desires to lease from City certain exclusive use premises (the "Exclusive Use Premises") in Terminal 2 at the Airport (the "Terminal");

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Tenant agree as follows:

Article I.

Term.

Section 1.01 Term Of Lease.

This Lease shall become effective as of _____, 1988, the date of authorizing ordinance by the City Council and shall have an initial term of five years ending on _____; thereafter the term of this Lease shall be extended automatically for two consecutive one-year periods unless written notice of termination is given by City or Tenant to the other at least six (6) months prior to the expiration of the initial term or the first renewal term as the case may be.

Article II.

Grant Of Rights.

Section 2.01 Use Of Exclusive Use Premises.

(a) Tenant shall have the right to use its Exclusive Use Premises to provide lounge facilities and assistance for active military personnel and their dependents at the Airport and for no other purpose or purposes whatsoever.

Section 2.02 Restrictions.

The foregoing rights and privileges of Tenant are subject to the following specific restrictions:

(a) Tenant shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(b) Tenant shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon

operations permitted by this Lease or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Tenant to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Tenant shall pay City that part of all premiums paid by City which are charge because of such violation or failure by Tenant.

(c) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Tenant's Exclusive Use Premises for the purpose of inspecting the same, for performing any necessary repairs, and for the doing of any act which City may be obligated or have the right to do under this Lease.

Article III.

Lease Of Terminal Exclusive Use Premises.

Section 3.01 Exclusive Use Premises.

City hereby leases to Tenant and Tenant hereby hires and takes from City for Tenant's exclusive use, and agrees to pay a nominal rental with reference to the Exclusive Use Premises as shown on Exhibit A attached hereto, which consists of approximately 2,100 square feet, together with all improvements and fixtures located therein.

Article IV.

Terminal Rentals And Use Charges.

Section 4.01 Rentals And Use Charges.

Tenant shall pay City as annual rent for the demised premises the sum of One Dollar (\$1.00) per year or fraction thereof, and performance of the services outlined in Section 2.01 above.

Section 4.02 Payment Of Rentals.

Tenant shall pay to City at the Office of the City Comptroller, Room 501, City Hall, Chicago, Illinois, 60602, or at such other place as the City Comptroller shall designate the

annual payment of One Dollar upon being billed for its Exclusive Use Premises for 1988 and, thereafter each year, in advance of the first day of January.

Article V.

Section 5.01 Maintenance, Replacement And Repair.

Tenant shall be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises. Tenant shall, at all times:

- (a) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
- (b) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Tenant to be of a quality and class not inferior to the original material and workmanship.

Section 5.02 Modifications To Exclusive Use Premises.

(a) Tenant may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Tenant shall first submit to the Commissioner of the Department of Aviation of City (the "Commissioner"), for his prior written approval, a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Tenant shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner.

(b) Tenant agrees to, and shall include in all construction contracts a provision whereby the contractor agrees to, indemnify, hold harmless and defend City, its officers, agents and employees against losses (except in cases in which such losses are caused solely by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Tenant shall provide, or shall require the contractor to provide, liability insurance covering the foregoing in an amount reasonably required by the Commissioner. Tenant shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Tenant or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the

plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any reasonable time.

(d) Tenant shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Tenant shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Tenant.

Section 5.03 Taxes, Licenses And Permits.

Tenant, its contractors and agents, shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 5.04 Installation Of Machinery And Equipment.

Tenant may, from time to time, in its sole discretion and at its own expense, install equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. All such equipment and other personal property shall remain the sole property of Tenant and may be removed by Tenant at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Tenant at its own expense. City shall not have any interest in or landlord's lien on any such equipment or personal property, and such equipment and personal property shall be identified as the property of Tenant.

Section 5.05 Liens Prohibited.

Tenant shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Tenant.

Section 5.06 Performance By City Upon Failure Of Tenant.

If Tenant fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article V, City may perform such obligation of Tenant, and charge Tenant for the cost to City of such performance; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of operations at the Airport,

City may perform such obligation of Tenant at any time without notice and charge Tenant for the cost to City of such performance.

Article VI.

Rules And Regulations; Compliance With Laws.

Section 6.01 Rules And Regulations.

Tenant shall comply, and shall use its best efforts to cause its guests, invitees, and independent contractors to comply, with all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner.

Section 6.02 Compliance With Laws.

Tenant shall comply with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that Tenant may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Tenant.

Article VII.

Exercise By City Of Governmental Functions.

Section 7.01 Governmental Functions.

Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Tenant to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges of Tenant hereunder.

Article VIII.

Indemnity And Insurance.

Section 8.01 Indemnity.

(a) Tenant shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor:

- (i) Tenant's use or occupancy of the premises demised to Tenant hereunder, or non-use (if such non-use is contrary to Tenant's obligations hereunder);
- (ii) The condition of Tenant's Exclusive Use Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
- (iii) The violation by Tenant of any agreement, warranty, covenant or condition of this Lease, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Tenant in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim or action and shall furnish Tenant with a copy of all suit papers and legal process. Tenant shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Tenant in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 8.02 Insurance Maintained By Tenant.

(a) Tenant shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and activities against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated not-for-profit corporations.

(b) Comprehensive General Liability Insurance and Property Insurance policies shall be endorsed to provide the following:

- (i) Name as Additional Insured the City of Chicago and its members and all of the officers, agents, and employees of each of them.
- (ii) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall be endorsed to provide forty-five (45) days advance written notice to City of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street, Suite 3000
Chicago, Illinois 60602

and

City Comptroller
City of Chicago -
121 North LaSalle Street
Room 511 -- City Hall
Chicago, Illinois 60602

(d) Certificates of insurance binding for at least one year, evidencing all coverages and endorsements above, shall be furnished to the City before commencing any operations under this Agreement and a certificate of renewal of these coverages and endorsements for each year that this Agreement is renewed shall be furnished to the City no less than thirty (30) days prior to each renewal date.

(e) All insurance coverage shall be with a company or companies approved by City's Comptroller.

(f) Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of Article VIII of this Lease.

Article IX.

Damage Or Destruction Of Premises.

Section 9.01 Damage Not Due To Negligence Of Tenant.

(a) Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Tenant) but not be rendered untenable thereby, such premises shall be repaired by City at its expense as quickly as practicable. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Tenant) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by City at its expense as quickly as practicable.

(b) Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Tenant) as to render the same untenable, and should City fail or refuse to repair or rebuild the same, Tenant shall be under no obligation to do so and shall be relieved of its obligation to continue the activities formerly conducted by it in such area or areas until such time as City shall furnish Tenant with replacement space suitable to Tenant, if such space is or can readily be made available.

Section 9.02 Damage Due To Negligence Of Tenant.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Tenant the Commissioner of Aviation may in his sole discretion deem Tenant in default under Article X hereof. Provided however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Tenant.

Article X.

Termination By City.

Section 10.01 Events Of Default Defined.

Each of the following shall be an "Event of Default" under this Lease:

- (a) The dissolution or liquidation of Tenant;
- (b) The admission by Tenant of insolvency or bankruptcy or the inability of Tenant to pay its debts as they mature, or the failure by Tenant to pay its debts as such debts become due, or the making by Tenant of an assignment for the benefit of creditors or the

application by Tenant for or the consent to the appointment of a trustee, custodian or receiver for Tenant, or for the major part of its property;

(c) The appointment of a trustee, custodian or receiver for Tenant or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(d) The institution by or against Tenant of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law of similar law of any country for the relief of debtors (other than bankruptcy proceedings instituted by Tenant against third parties), and if instituted against Tenant, the allowance against Tenant or the consent thereto by Tenant, or the failure by Tenant to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(e) The abandonment by Tenant of its service and support activities at the Airport for reasons other than strike or force majeure or as may be provided in Section 11.01; or

(f) The failure by Tenant to observe and perform any covenant, condition or agreement in this Lease on the part of Tenant to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Tenant by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Tenant within the applicable period and diligently pursued until the failure is corrected.

Section 10.02 Remedies On Default.

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Tenant may, subject to the provisions of any other agreement then in effect between Tenant and City, City may terminate this Lease and exclude Tenant from possession of its Exclusive Use Premises.

Section 10.03 No Remedy Exclusive.

No remedy conferred upon or reserved to City in this Lease shall not be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to the remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver

thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Lease, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Article XI.

Termination By Tenant.

Section 11.01 Termination By Tenant.

If Tenant is not then in default in the payment of any amount due from it to City hereunder, Tenant may terminate this Lease by giving City sixty (60) days' advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Tenant's use of the Terminal in the conduct of its activities, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any federal or state agency, having jurisdiction with respect to Tenant or the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Tenant's use of the Terminal in the conduct of its activities; provided, however, that none of the foregoing is due to any fault of Tenant;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Tenant of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any federal or state agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Tenant's operations at the Airport.

Article XII.

Equal Opportunity.

Section 12.01 Equal Opportunity.

Tenant agrees that in performing under this Lease it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 12.01. Tenant further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Lease.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 -- 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance, Tenant will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 12.02 Nondiscrimination.

This Lease involves the use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 12.03 Nondiscrimination In Furnishing Services.

Tenant agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, if any, for which there may be a charge.

Section 12.04 Affirmative Action.

Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participation in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds participating in or receiving the services or benefits of any program or activity covered by Subpart E. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XIII.

Miscellaneous.

Section 13.01 Notices.

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, City Hall, Room 1111, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Tenant, and shall be deemed given when so mailed. All notices to Tenant provided for herein shall be in writing and may be sent by registered mail, postage prepaid,

addressed to Tenant, 225 North Wabash Avenue, Chicago, Illinois 60601-2490, or to such other address as Tenant may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 13.02 First Source Requirement.

Tenant shall enter into an agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and replacement of entry level employees required for the operation of any and all activities under this Lease. The Tenant shall commence negotiations for such First Source Agreement immediately upon execution of this Lease and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Lease marked Attachment A and shall become a binding part hereof.

Section 13.03 Governing Law.

This Lease shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state.

In Witness Whereof, City has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Tenant has caused this Lease to be executed on its behalf by its _____ Chairman and its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

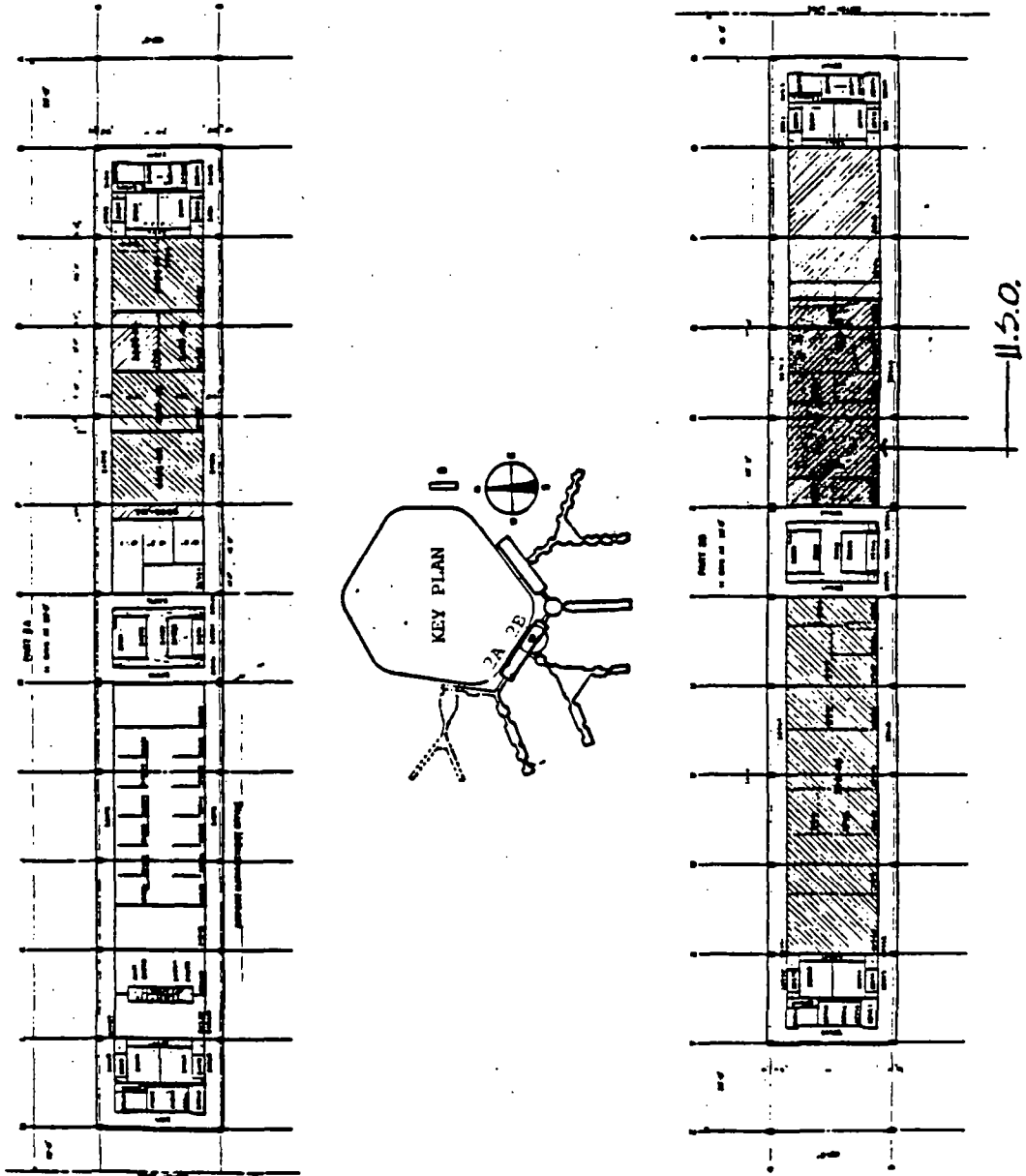
[Exhibit "A" attached to this agreement printed
on page 23339 of this Journal.]

EXECUTION OF CARGO BUILDING AND SITE LEASE AGREEMENT
WITH OGDEN ALLIED AVIATION SERVICES AT
CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

(Continued on page 23340)

Exhibit "A"



UNITED SERVICE ORGANIZATIONS
OF CHICAGO, INC.

(Continued from page 23338)

CHICAGO, December 20, 1988.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred (November 30, 1988) an ordinance authorizing the execution of a cargo building site lease with Ogden-Allied Aviation Services at Chicago-O'Hare International Airport, having had the same under advisement begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Cargo Building Lease with Ogden Allied Aviation Services, for certain premises at Chicago O'Hare International Airport, said agreement to be substantially in the form attached:

[Lease agreement immediately follows Section 2
of this ordinance.]

SECTION 2. This ordinance shall be in full force and effect from and after its adoption.

Cargo Building and Site Lease Agreement attached to this ordinance reads as follows:

*Chicago O'Hare International Airport
Ogden Allied Aviation Services.*

Cargo Building Lease.

This Lease is made and entered into as of the _____ day of _____, 1988, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and Ogden Allied Aviation Services, a corporation organized and existing under and by virtue of the laws of the State of New York ("Tenant").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago O'Hare International Airport (the "Airport") shown on Exhibit A attached hereto, with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Tenant is or wishes to remain engaged in the air freight transportation business at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Tenant such premises and facilities, and to grant to Tenant such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

Article I.

Section 1.01 Definitions.

The following words, terms and phrases, shall, for purposes of this agreement, have the following meanings:

- (1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the Tenant of all of the uses permitted under this agreement in Section 2.02, other than for reasons of strikes or Force Majeure, for a period of thirty (30) days.
- (2) "Agreement" means this Cargo Building and Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.
- (3) "Tenant" means, at any time, the lessee of the Demised Premises referenced in Section 2.01.
- (4) "Air Freight Transportation Business" means the acceptance of storage, handling and transfer of air freight, cargo and mail as a common carrier for compensation or hire in commerce. Air transportation of freight and cargo shall not mean the air transportation of persons for compensation.
- (5) "Airport" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.
- (6) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.
- (7) "Demised Premises" means, at any time, those areas and facilities which are leased to such Tenant for its exclusive occupancy and use as defined in Section 2.01.
- (8) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.
- (9) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.
- (10) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.
- (11) "Taxiways" means, at any time, taxiways and taxi lanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

Section 1.02 Incorporation Of Exhibits.

The following exhibit attached hereto is made a part of this agreement:

Exhibit A -- Airport Layout Plan;

Exhibit B -- The Demised Premises;

Exhibit C -- Cargo Area Layout Plan.

Article II.

Section 2.01 Lease Of Premises.

City hereby leases to Tenant, and Tenant does hereby lease from City, the premises owned by the City of Chicago (hereinafter referred to as the "Demised Premises") shown as outlined on Exhibit B attached hereto, and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described, subject only to a reservation of easement rights for the maintenance and replacement, if necessary, of such public utilities as may traverse the Demised Premises, and subject to certain options herein described.

The Demised Premises consists of a cargo building, truck dock area, roadway and parking facilities with an area of 104,560 square feet. Tenant is hereby leasing a portion of the building and a portion of the parking area, said portions shown as outlined on Exhibit B attached hereto, and all references herein to the Demised Premises are to that portion leased by Tenant.

Section 2.02 Co-Tenancy.

It is hereby understood and agreed that Tenant is a co-tenant in the Demised Premises with Gateway Freight Service, Inc., and that said co-tenants shall enter into an Agreement setting forth equitable pro-rations for the payment of all costs relative to the use and occupancy of the entirety of this leased cargo building and cargo site which cannot be or will not be billed to the co-tenants on an equitable pro rata basis and the payment of which is the responsibility of the co-tenants under the provisions of their respective agreements. A copy of the co-tenant Agreement shall be provided to the Commissioner of Aviation ("Commissioner") within thirty (30) days of the occupancy of the Demised Premises by both Tenants.

Section 2.03 Operation Of Demised Premises.

Tenant is hereby granted the exclusive use of those portions of the Demised Premises outlined on Exhibit B, subject to the terms and provisions hereof, certain options herein described, and the rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Tenant of the air freight transportation business, including, without limitation, the following:

- (a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;
- (b) the loading, unloading and parking of automobiles and trucks relating to its air freight and cargo operations;
- (c) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, and the carrying on of activities reasonably necessary or convenient in connection with its freight and cargo operations;
- (d) the receiving, dispatching, handling and storing of property for use by Tenant in its operations at the Airport.

Nothing in this Agreement shall be deemed to permit the conduct by Tenant of any cargo and freight business other than the operation of an air freight transportation business.

Tenant may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner. The grant of such approval shall be in the sole discretion of the Commissioner who may establish appropriate conditions for such approval.

Section 2.04 Assignments And Encumbrances.

Tenant shall not mortgage, pledge, hypothecate, or otherwise encumber, or cause any lien to be placed on the Demised Premises. Tenant shall not assign, sublet, sublease, license, or otherwise authorize the right to use in whole or in part the Demised Premises without the prior written approval of the Commissioner.

Section 2.05 Ingress And Egress; Right To Connect Utilities.

Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Tenant, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Tenant, its employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Tenant, (iii) transporting, loading, unloading or handling property, cargo, or mail in connection with Tenant's business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sight-seeing facilities, or for the use of ground transportation to, from or within the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any sales, occupation or other taxes, or permit or license fees. Tenant shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Tenant shall not block or otherwise obstruct common use taxi lanes or access roads with groundside vehicles, at any time nor in any manner which will impair or adversely affect any other tenant from using or operating on said taxi lanes or access road areas.

Article III.

Section 3.01 Term.

The term of this Agreement shall be for a period commencing upon _____ the date of authorizing ordinance by the City Council of the City of Chicago and terminating on September 1, 1990; provided (a) the City may cancel this Agreement prior to September 1, 1988 upon at least thirty days written notice to the Tenant if the City determines that the building and/or building site is needed in connection with construction necessary for the redevelopment of the Airport and (b) the City may extend this Agreement subsequent to September 1, 1990 on a month-to-month basis until such time that the City determines that the building and/or building site is needed in connection with construction necessary for the redevelopment of the Airport.

Article IV.

Section 4.01 Rent.

- (a) Tenant shall be responsible for and shall perform or cause to be performed, maintenance and repair of their prorated share of the Demised Premises and shall clean and keep them clear of debris. Tenant shall, at all times at the Demised Premises:
- (i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
 - (ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Tenant to be of a quality and class not inferior to the original material and workmanship;
 - (iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and
 - (iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).
- (b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Tenant requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Tenant shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

Section 5.02 Signs.

Any advertising signs installed by Tenant on the Demised Premises shall be limited to those which advertise the air freight transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner whose approval shall not be unreasonably withheld.

Section 5.03 Lighting.

Tenant shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration jurisdiction over the Demised Premises.

Section 5.04 Covenant Against Liens.

Tenant shall keep the Demised Premises free and clear of liens which might arise out of any act by Tenant; provided however, that Tenant may, in good faith, contest the validity of any lien.

Section 5.05 Performance By City Upon Failure Of Tenant To Maintain.

In the event Tenant fails to perform for a period of forty-five (45) days after written notice from City so to do, any obligation imposed on Tenant by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Agreement or an interference with the possession of said Demised Premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof. Tenant shall pay City such charge when invoiced in addition to any other amounts payable by Tenant hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City the City may perform such obligation of Tenant at any time without waiting forty-five (45) days and Tenant shall pay the cost and expense of such performance upon receipt of invoice.

Section 5.06 Inspection.

City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Tenant to make ordinary repairs. City representatives shall notify Tenant's representative on the Demised Premises at the beginning of any inspections.

Section 5.07 Nondisturbance.

The operations of Tenant and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Tenant to correct the demeanor, conduct, or appearance of Tenant's employees, Tenant shall forthwith comply with such request.

Article VI.

Section 6.01 Facilities Furnished By City.

City shall deliver the Demised Premises to Tenant in "as is" condition. The Demised Premises is provided with roadways, water lines, sewer lines, utility lines and drainage ditches constructed by the City. Tenant may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Tenant shall be required to pay to City its established charge for direct metered water supplied by City to Tenant through any such water line. Tenant shall pay all charges for electricity, natural gas, telephone service and all other utilities furnished to the Demised Premises whether furnished by City, purchased by City or furnished by independent contractor.

Section 6.02 Acceptance Of Premises.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises.

Section 6.03 Maintenance And Operation Of Airport.

City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

Section 6.04 Exclusive Possession.

Subject to the provisions of this Lease, City covenants that so long as Tenant performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and rights and privileges leased to it hereunder.

Section 6.05 Performance By Tenant Upon Failure Of City To Maintain And Operate.

In the event City fails to perform for a period of forty-five (45) days after written notice from Tenant so to do, any obligation required under Section 6.02 of this Agreement to be performed by City, Tenant may perform such obligation of City and bill City for the cost to Tenant of such performance, but Tenant shall not deduct any such cost from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Tenant's operations at the Airport and Tenant so states in its notice to City, Tenant may perform such obligation and bill City for Tenant's cost of such performance if the City has not commenced performance of its obligations after receipt of such notice.

Article VII.

Section 7.01 Rules And Regulations.

- (a) Tenant shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Tenant of any right or privilege granted to it hereunder or under any other Agreement between Tenant and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such City rule or regulation shall be applicable to Tenant unless it has been given fifteen (15) days notice of the adoption thereof.
- (b) City shall keep Tenant supplied with the City's current Airport rules and regulations applicable to Tenant.
- (c) Nothing herein shall be construed to prevent Tenant from contesting in good faith any rule or regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Tenant.

Article VIII.

Section 8.01 Exercise By City Of Governmental Functions.

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Tenant to pay any tax or inspection fee or to procure necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder.

Nothing herein shall be construed to prevent Tenant from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Tenant. Any action contesting such tax or inspection fee shall not relieve Tenant of its responsibility to pay such tax or inspection fee.

Article IX.

Section 9.01 Insurance.

Tenant shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air freight transportation business.

If pursuant to any other agreement between Tenant and City, Tenant is complying with requirements identical with those of this section, such compliance shall also serve as compliance with the requirements of this section.

Section 9.02 Insurance Of Demised Premises.

- (a) The Demised Premises shall be insured at all times and during the term hereof, under a so-called "fire and extended coverage policy or policies", issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of sixty percent (60%) of its replacement value. Such insurance policy or policies shall be taken out and maintained by co-tenant. All such insurance policies shall name City as additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City. Any costs incurred by City under such insurance policies shall be paid by co-tenant to City at the Office of City Comptroller of City within thirty (30) days after receipt by co-tenant of a statement therefor.
- (b) If the Demised Premises is damaged, depending on the extent of the damages, City will decide whether or not to use any insurance proceeds payable by reason thereof to repair the structure. If the Demised Premises is totally destroyed it will not be rebuilt.

Section 9.03 Proof Of Insurance.

Co-tenants shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Co-tenant shall notify the Commissioner in writing twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

Article X.

Section 10.01 Abatement In The Event Of Closing.

In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency through no fault of Tenant, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise then the rent payable by Tenant shall abate for the period of such closing.

Section 10.02 Abatement On Account Of Casualty.

- (a) If due to damage or destruction by fire or other casualty, not due to any fault of Tenant, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Tenant to conduct normal operations on the Demised Premises, then the rent payable hereunder by Tenant for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Tenant's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Tenant's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Tenant at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Tenant for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.
- (b) If due to damage or destruction by fire or other casualty affecting the Airport, Tenant's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Tenant shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.
- (c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Tenant to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Tenant shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner and the Corporation Counsel. Within thirty (30) days of receipt of said protested rent, City shall notify Tenant of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction.

- (d) Except as otherwise expressly set forth, Tenant shall have no right to rent abatement or set-off of any kind.

Article XI.

Section 11.01 Release Of City.

- (a) City shall not be liable to Tenant, or to Tenant's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.
- (b) City shall not be liable to Tenant or to Tenant's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any property of Tenant or any loss of revenues to Tenant resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the gross negligence of the City.

Section 11.02 Regulating The Airport.

Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

Section 11.03 Indemnity.

- (a) Tenant shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgements, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the gross negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

- (i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;
 - (ii) Tenant's use or occupancy of the Airport or non-use (if such non-use is contrary to Tenant's obligations hereunder) of any premises demised to Tenant hereunder;
 - (iii) The condition of Tenant's Demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
 - (iv) The violation by Tenant of any agreement, warranty, covenant or condition of this agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.
- (b) City shall promptly notify Tenant in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim or action and shall furnish Tenant with a copy of all suit papers and legal process. Tenant shall assume and have full responsibility for the defense of settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Tenant in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XII.

Section 12.01 Termination By City.

City may terminate this agreement by giving Tenant sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (i) The filing by Tenant of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Agreement shall be accelerated and become immediately due and payable.
- (ii) The institution of proceedings in bankruptcy against Tenant, if such proceedings are not dismissed within sixty (60) days.

- (iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization law.
- (iv) The appointment of a receiver of all or substantially all of Tenant's assets and Tenant's failure to vacate such appointment within sixty (60) days thereafter.
- (v) The assignment by Tenant of its assets for the benefit of its creditors.
- (vi) The abandonment by Tenant of its conduct of transportation of cargo and freight at the Airport.
- (vii) The default by Tenant in the performance of any material covenant or agreement required to be performed by Tenant herein and the failure of Tenant to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of written notice to remedy the same.
- (viii) The failure by Tenant to maintain adequate insurance coverage, as required in Article IX.
- (ix) Or pursuant to the terms as set forth in Article III, Section 3.01 hereof.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Tenant shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Article XIII.

Section 13.01 Recovery Of Possession By City.

- (a) If Tenant abandons the Demised Premises, or if this agreement is terminated, Tenant's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Tenant shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Tenant and any other person claiming through it, with or without process of law, and to expel and remove Tenant and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Tenant and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of

any covenant, agreement or promise herein contained to be performed by Tenant.

- (b) The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Agreement.

Article XIV.

Section 14.01 Termination By Tenant.

- (a) Tenant may terminate this agreement and any or all of its obligations hereunder if (i) at such time Tenant is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:
 - (1) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Tenant's use of the Airport in its conduct of an air freight transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
 - (2) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Tenant's use of the Airport in its conduct of an air freight transportation business; provided, however, that none of the foregoing shall be due to any fault of Tenant.
 - (3) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Tenant relating to the Airport of any part thereof, and the failure of City to remedy such default, within a period of sixty (60) days after receipt from Tenant of notice to remedy the same.

- (4) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Tenant's operations at the Airport.

No waiver by Tenant of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Tenant relating to the airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Any termination by Tenant pursuant to Section 14.01(a)(1), (2), or (4) shall not occur unless the Tenant serves upon the Commissioner and Corporation Counsel notice of said termination thirty (30) days prior of such termination together with a statement of how the substantial operations of the Tenant have been affected.

Article XV.

Section 15.01 Right Of Tenant To Remove Property.

Tenant shall be entitled during the term of this Agreement, and for a reasonable time (not exceeding thirty (30) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Agreement, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder or under any other agreement between City and Tenant relating to the Airport or any part thereof, provided, however, that Tenant shall promptly repair all damage resulting from such removal, reasonable wear and tear expected.

Section 15.02 Inspection Of Premises.

Tenant shall notify the Commissioner in writing thirty (30) days prior to removing the last of its trade fixtures, tools, etc. or to its vacation of the building so that a joint City/Tenant inspection of the Demised Premises can be scheduled as a condition prior to the City's acceptance of the Demised Premises in a clean, safe and good condition. Tenant agrees to either correct (prior to the vacation of the Demised Premises) any reasonable deficiencies which are discovered at this inspection or to reimburse City for doing so. However, if demolition of the Demised Premises is scheduled at the time of vacation by Tenant, Tenant's obligation to correct any such deficiency hereunder is waived by City.

Article XVI.

Section 16.01 Nondiscrimination In The Use Of The Demised Premises By Tenant.

This agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

Section 16.02 Nondiscrimination In Furnishing Services.

Tenant agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

Section 16.03 Affirmative Action.

- (a) Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 151, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.
- (b) Tenant assures that it will comply with all ordinances and executive orders of the City of Chicago.

Article XVII.

Section 17.01 Notices.

All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, Department of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Tenant or as required by this Agreement, and shall be deemed given when so mailed. All notices to Tenant provided for herein shall be in writing and may be sent registered mail, postage prepaid, addressed to Ogden Allied Aviation Services, P.O. Box 91873 LAX, Los Angeles, California 90009, or to such other address as Tenant may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 17.02 Separability.

In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provisions shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

Section 17.03 Remedies Cumulative.

The rights and remedies granted in this Agreement are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use of another.

Section 17.04 Headings.

The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

Section 17.05 Successors And Assigns.

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 17.06 Construction And Consent To Jurisdiction.

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

Section 17.07 Late Payments.

Any payment required to be made by Tenant under this Agreement which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

Section 17.08 Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

Section 17.09 Amendments.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

In Witness Whereof, the City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Ogden Allied Aviation Services, has caused this Agreement to be executed on its behalf by its _____ and its corporate seal to be hereunto affixed and attested by its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A", "B" and "C" attached to this agreement printed on pages 23361 through 23364 of this Journal.]

Exhibit "A"

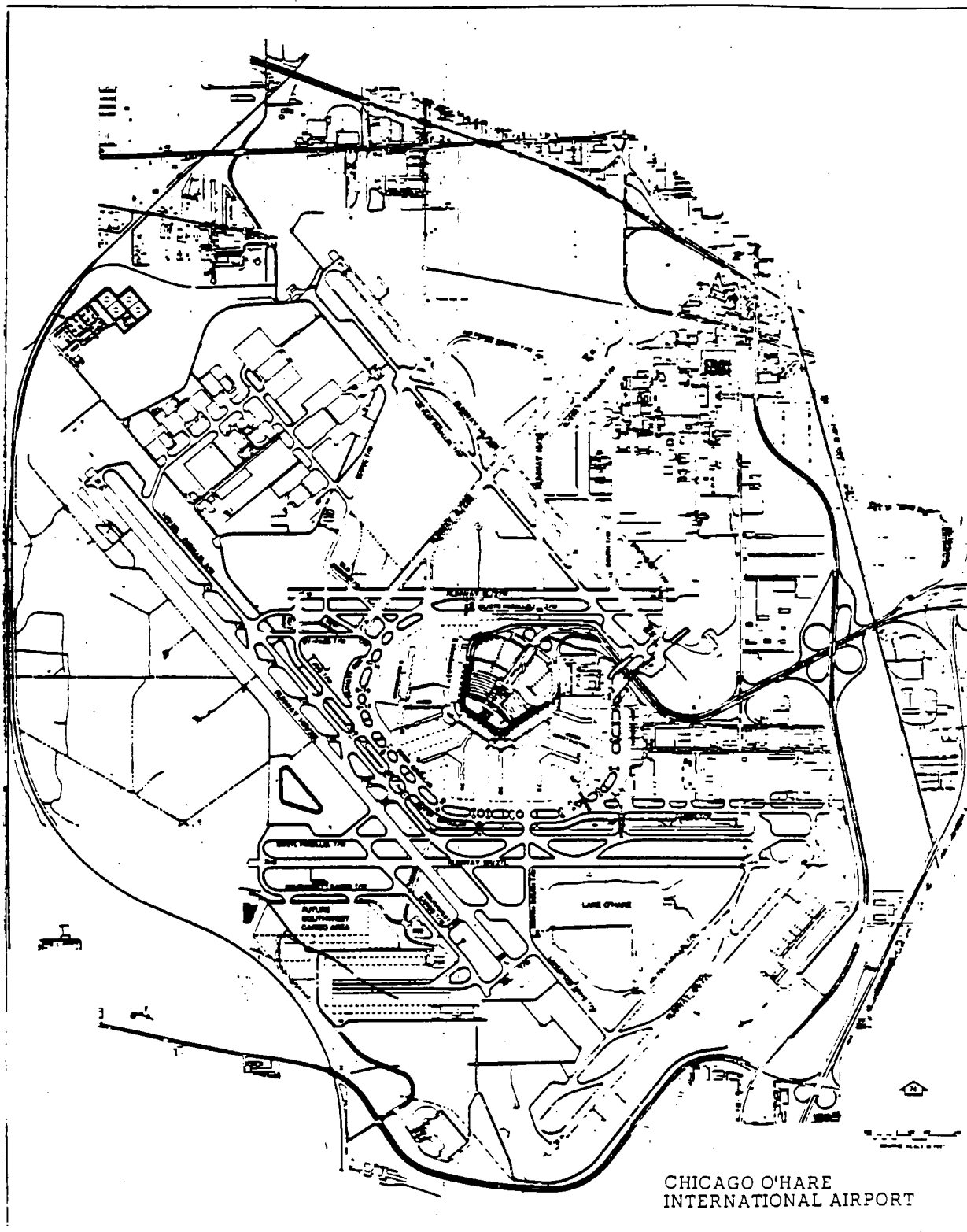
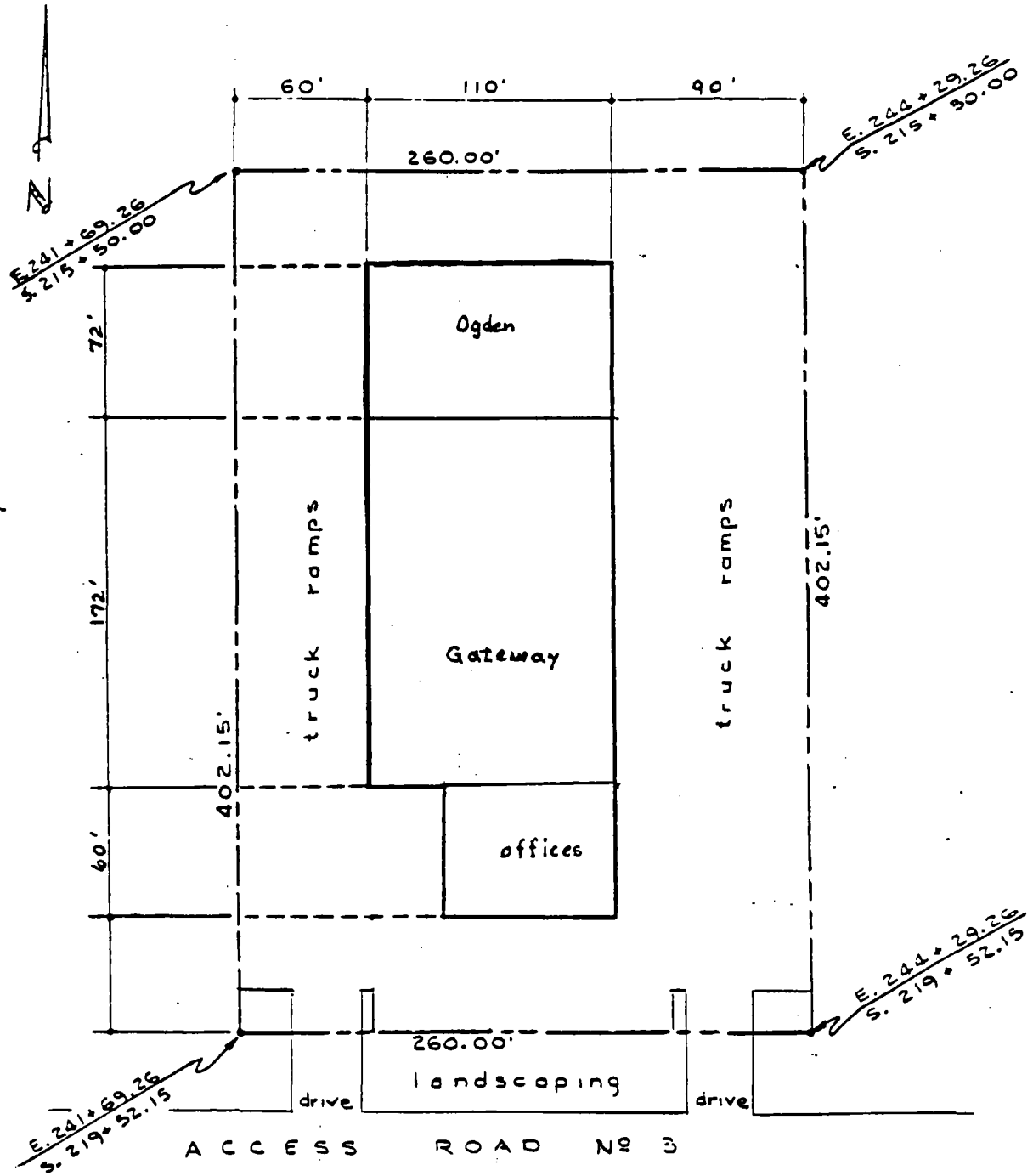


Exhibit "B"
(Page 2 of 2)

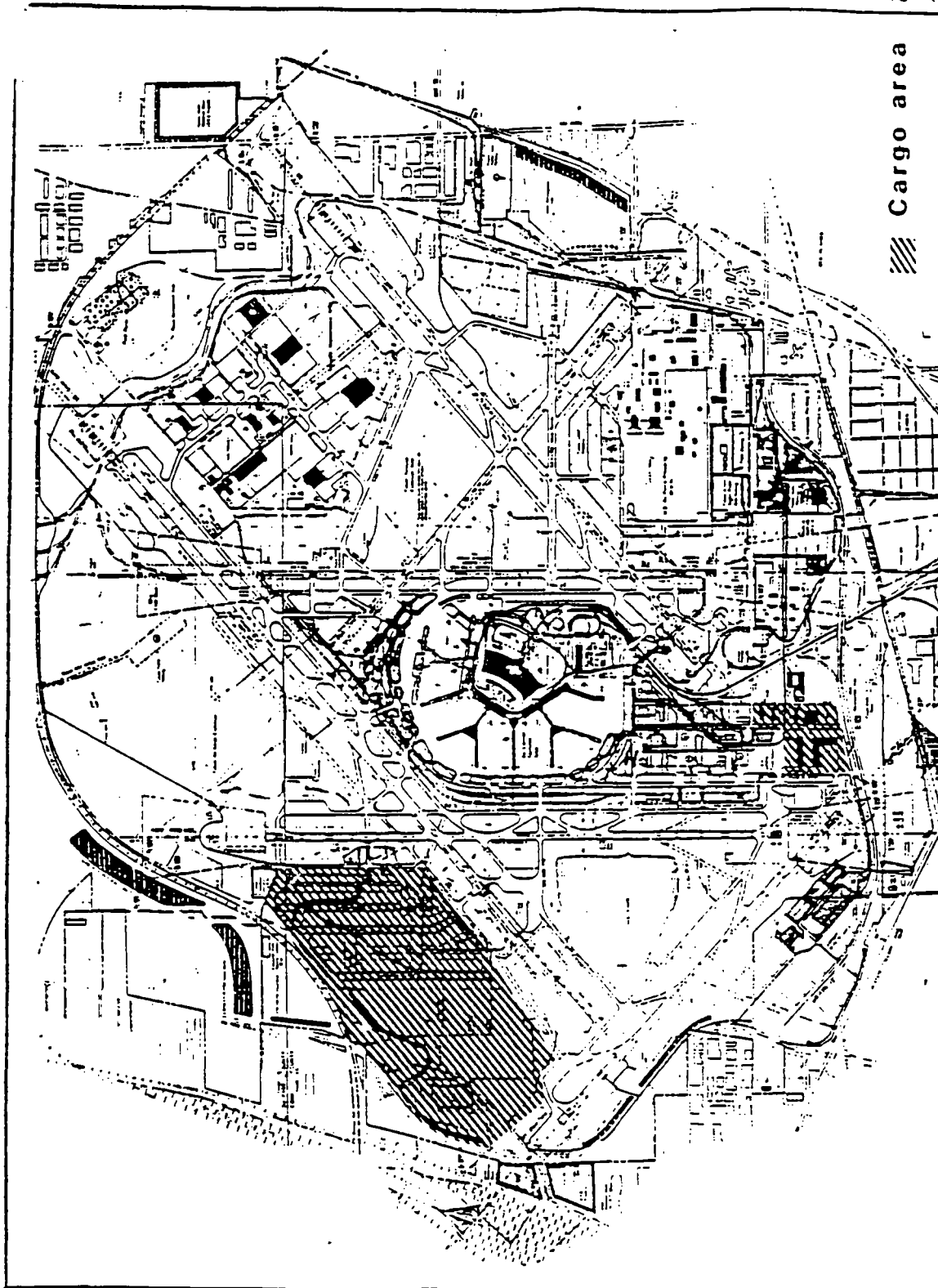


SITE PLAN

SCALE • 1" = 60'

104,560.00 SQ.FT.
2.40 ACRES

Exhibit "C"



/// Cargo area

COMMON IMPROVEMENT O & M

OTI AND ASSOCIATES
LANDMARK & SURVEY
INCORPORATED

CHICAGO O'HARE INTERNATIONAL AIRPORT

EXECUTION OF CARGO BUILDING AND SITE LEASE AGREEMENT
WITH GATEWAY FREIGHT SERVICE, INCORPORATED AT
CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 20, 1988.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred (November 30, 1988) an ordinance authorizing the execution of a cargo building site lease with Gateway Freight Service, Inc. at Chicago-O'Hare International Airport, having had the same under advisement begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Mayor subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Cargo Building

Lease with Gateway Freight Service, Inc., for certain premises at Chicago O'Hare International Airport, said agreement to be substantially in the form attached:

[Lease agreement immediately follows Section 2
of this ordinance.]

SECTION 2. This ordinance shall be in full force and effect from and after its adoption.

Cargo Building and Site Lease Agreement attached to this ordinance reads as follows:

*Chicago O'Hare International Airport
Gateway Freight Service,
Incorporated.*

Cargo Building Lease.

This Lease is made and entered into as of the _____ day of _____, 1988, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and Gateway Freight Service, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of California ("Tenant").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago O'Hare International Airport (the "Airport") shown on Exhibit A attached hereto, with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Tenant is or wishes to remain engaged in the air freight transportation business at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Tenant such premises and facilities, and to grant to Tenant such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

Article I.

Section 1.01 Definitions.

The following words, terms and phrases, shall, for purposes of this Agreement, have the following meaning:

- (1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the Tenant of all the uses permitted under this agreement in Section 2.02, other than for reasons of strikes or force majeure, for a period of thirty (30) days.
- (2) "Agreement" means this Cargo Building and Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.
- (3) "Tenant" means, at any time, the lessee of the Demised Premises referenced in Section 2.01.
- (4) "Air Freight Transportation Business" means the acceptance of storage, handling and transfer of air freight, cargo and mail as a common carrier for compensation or hire in commerce. Air Transportation of freight and cargo shall not mean the air transportation of persons for compensation.
- (5) "Airport" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.
- (6) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.
- (7) "Demised Premises" means, at any time, those areas and facilities which are leased to such Tenant for its exclusive occupancy and use as defined in Section 2.01.
- (8) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.
- (9) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.
- (10) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

- (11) "Taxiways" means, at any time, taxiways and taxi lanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

Section 1.02 Incorporation Of Exhibits.

The following exhibit attached hereto is made a part of this Agreement:

Exhibit A -- Airport Layout Plan;

Exhibit B -- The Demised Premises;

Exhibit C -- Cargo Area Layout Plan.

Article II.

Section 2.01 Lease Of Premises.

City hereby leases to Tenant, and Tenant does hereby lease from City, the premises owned by the City of Chicago (hereinafter referred to as the "Demised Premises") shown as outlined on Exhibit B attached hereto, and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described, subject only to a reservation of easement rights for the maintenance and replacement, if necessary, of such public utilities as may traverse the Demised Premises, and subject to certain options herein described.

The Demised Premises consists of a cargo building, truck dock area, roadway and parking facilities with an area of 104,560 square feet. Tenant is hereby leasing a portion of the building and a portion of the parking area, said portions shown as outlined on Exhibit B attached hereto, and all references herein to the Demised Premises are to that portion leased by Tenant.

Section 2.02 Co-Tenancy.

It is hereby understood and agreed that Tenant is a co-tenant in the Demised Premises with Ogden Allied Aviation Services, and that said co-tenants shall enter into an agreement setting forth equitable pro-rations for the payment of all costs relative to the use and occupancy of the entirety of this leased cargo building and cargo site which cannot be or will not be billed to the co-tenants on an equitable prorata basis and the payment of which is the responsibility of the co-tenants under the provisions of their respective

agreements. A copy of the co-tenant agreement shall be provided to the Commissioner of Aviation ("Commissioner") within thirty (30) days of the occupancy of the Demised Premises by both Tenants.

Section 2.03 Operation Of Demised Premises.

Tenant is hereby granted the exclusive use of those portions of the Demised Premises outlined on Exhibit B, subject to the terms and provisions hereof, certain options herein described, and the rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Tenant of the air freight transportation business, including, without limitation, the following:

- (a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;
- (b) the loading, unloading and parking of automobiles and trucks relating to its air freight and cargo operations;
- (c) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, and the carrying on of activities reasonably necessary or convenient in connection with its air freight and cargo operations; and
- (d) the receiving, dispatching, handling and storing of property for use by Tenant in its operations at the Airport.

Nothing in this Agreement shall be deemed to permit the conduct by Tenant of any cargo and freight business other than the operation of an air freight transportation business.

Tenant may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner. The grant of such approval shall be in the sole discretion of the Commissioner who may establish appropriate conditions for such approval.

Section 2.04 Assignments And Encumbrances.

Tenant shall not mortgage, pledge, hypothecate, or otherwise encumber, or cause any lien to be placed on the Demised Premises. Tenant shall not assign, sublet, sublease, license, or otherwise authorize the right to use in whole or in part the Demised Premises without the prior written approval of the Commissioner.

2.05 Ingress And Egress; Right To Connect Utilities.

Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Tenant, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Tenant, its employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Tenant, (iii) transporting, loading, unloading or handling property, cargo, or mail in connection with Tenant's business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sight-seeing facilities, or for the use of ground transportation to, from or within the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any sales, occupation or other taxes, or permit or license fees. Tenant shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Tenant shall not block or otherwise obstruct common use taxi lanes or access roads with groundside vehicles, at any time nor in any manner which will impair or adversely affect any other tenant from using or operating on said taxi lanes or access road areas.

Article III.

Section 3.01 Term.

The term of this Agreement shall be for a period commencing upon _____ the date of authorizing ordinance by the City Council of the City of Chicago and terminating on September 1, 1990; provided (a) the City may cancel this agreement prior to September 1, 1988 upon at least thirty days written notice to the Tenant if the City determines that the building and/or building site is needed in connection with construction necessary for the redevelopment of the Airport and (b) the City may extend this Agreement subsequent to September 1, 1990 on a month-to-month basis until such time that the City determines that the building and/or building site is needed in connection with construction necessary for the redevelopment of the Airport.

Article IV.

4.01 Rent.

- (a) At such time and in such manner as set forth in subsection (b), Tenant shall pay City rent as follows:

- | | |
|---------------------|---|
| (1) Land rental | \$0.65 per square foot per year for 65,000 square feet |
| | \$0.10 per square foot per year for maintenance of common cargo areas.
(Exhibit C) |
| (2) Building rental | Cargo Building -- \$5.00 per square foot per year x 18,920 square feet |
| | Office Building -- \$5.00 per square foot per x _____ square feet with the exact amount of square feet to be determined (up to a limit of approximately 4,800 square feet) within the first month of occupancy. |

City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

Section 4.02 Taxes.

Tenant shall be responsible for payment of a prorated portion of taxes levied against the Demised Premises. All such taxes shall be paid directly by the Tenant to the appropriate taxing agency. Tenant shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within five days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Tenant from contesting such charge or tax.

Section 4.03 Utilities.

Tenant shall be responsible for payment of their prorated portion of all costs of water, electricity, natural gas, telephone service and all other utility services for the Demised Premises whether furnished by City or purchased by City on behalf of Tenant or furnished by independent contractors.

Article V.

Section 5.01 Maintenance, Replacement And Repair.

- (a) Tenant shall be responsible for and shall perform or cause to be performed, maintenance and repair of their prorated share of the Demised Premises and shall clean and keep them clear of debris. Tenant shall, at all times at the Demised Premises:
- (i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
 - (ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Tenant to be of a quality and class not inferior to the original material and workmanship;
 - (iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and
 - (iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).
- (b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Tenant requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Tenant shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations

Section 5.02 Signs.

Any advertising signs installed by Tenant on the Demised Premises shall be limited to those which advertise the air freight transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner whose approval shall not be unreasonably withheld.

Section 5.03 Lighting.

Tenant shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration jurisdiction over the Demised Premises.

Section 5.04 Covenant Against Liens.

Tenant shall keep the Demised Premises free and clear of liens which might arise out of any act by Tenant; provided however, that Tenant may, in good faith, contest the validity of any lien.

Section 5.05 Performance By City Upon Failure Of Tenant To Maintain.

In the event Tenant fails to perform for a period of forty-five (45) days after written notice from City so to do, any obligation imposed on Tenant by this agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this agreement or an interference with the possession of said Demised Premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof. Tenant shall pay City such charge when invoiced in addition to any other amounts payable by Tenant hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City the City may perform such obligation of Tenant at any time without waiting forty-five (45) days and Tenant shall pay the cost and expense of such performance upon receipt of invoice.

Section 5.06 Inspection.

City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Tenant to make ordinary repairs. City representatives shall notify Tenant's representative on the Demised Premises at the beginning of any inspections.

Section 5.07 Nondisturbance.

The operations of Tenant and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Tenant to correct the demeanor, conduct, or appearance of Tenant's employees, Tenant shall forthwith comply with such request.

Article VI.

Section 6.01 Facilities Furnished By City.

City shall deliver the Demised Premises to Tenant in "as is" condition. The Demised Premises is provided with roadways, water lines, sewer lines, utility lines and drainage ditches constructed by the City. Tenant may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Tenant shall be required to pay to City its established charge for direct metered water supplied by City to Tenant through any such water line. Tenant shall pay all charges for electricity, natural gas, telephone service and all other utilities furnished to the Demised Premises whether furnished by City, purchased by City or furnished by independent contractor.

Section 6.02 Acceptance Of Premises.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and its satisfied with the physical condition of said premises.

Section 6.03 Maintenance And Operation Of Airport.

City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

Section 6.04 Exclusive Possession.

Subject to the provisions of this Lease, City covenants that so long as Tenant performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and rights and privileges leased to it hereunder.

Section 6.05 Performance By Tenant Upon Failure Of City To Maintain And Operate.

In the event City fails to perform for a period of forty-five (45) days after written notice from Tenant so to do, any obligation required under Section 6.02 of this agreement to be

performed by City, Tenant may perform such obligation of City and bill City for the cost to Tenant of such performance, but Tenant shall not deduct any such cost from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Tenant's operations at the Airport and Tenant so states in its notice to City, Tenant may perform such obligation and bill City for Tenant's cost of such performance if the City has not commenced performance of its obligations after receipt of such notice.

Article VII.

Section 7.01 Rules And Regulations.

- (a) Tenant shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Tenant of any right or privilege granted to it hereunder or under any other agreement between Tenant and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such City rule or regulation shall be applicable to Tenant unless it has been given fifteen (15) days notice of the adoption thereof.
- (b) City shall keep Tenant supplied with City's current Airport rules and regulations applicable to Tenant.
- (c) Nothing herein shall be construed to prevent Tenant from contesting in good faith any rule or regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Tenant.

Article VIII.

Section 8.01 Exercise By City Of Governmental Functions.

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Tenant to pay any tax or inspection fee or to procure necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder.

Nothing herein shall be construed to prevent Tenant from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Tenant. Any action contesting such tax or inspection fee shall not relieve Tenant of its responsibility to pay such tax or inspection fee.

Article IX.

Section 9.01 Insurance.

Tenant shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air freight transportation business.

If pursuant to any other agreement between Tenant and City, Tenant is complying with requirements identical with those of this section, such compliance shall also serve as compliance with the requirements of this section.

Section 9.02 Insurance Of Demised Premises.

- (a) The Demised Premises shall be insured at all times and during the term hereof, under a so-called "fire and extended coverage policy or policies", issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of sixty percent (60%) of its replacement value. Such insurance policy or policies shall be taken out and maintained by co-tenant. All such insurance policies shall name City as additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City. Any costs incurred by City under such insurance policies shall be paid by co-tenant to City at the Office of City Comptroller of City within thirty (30) days after receipt by co-tenant of a statement therefor.
- (b) If the Demised Premises is damaged, depending on the extent of the damages, City will decide whether or not to use any insurance proceeds payable by reason thereof to repair the structure. If the Demised Premises is totally destroyed it will not be rebuilt.

Section 9.03 Proof Of Insurance.

Co-tenants shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Co-tenant shall notify the Commissioner in writing twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

Article X.

Section 10.01 Abatement In The Event Of Closing.

In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency through no fault of Tenant, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise than the rent payable by Tenant shall abate for the period of such closing.

Section 10.02 Abatement On Account Of Casualty.

- (a) If due to damage or destruction by fire or other casualty, not due to any fault of Tenant, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Tenant to conduct normal operations on the Demised Premises, then the rent payable hereunder by Tenant for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Tenant's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Tenant's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Tenant at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Tenant for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.
- (b) If due to damage or destruction by fire or other casualty affecting the Airport, Tenant's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Tenant shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.
- (c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Tenant to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Tenant shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner and

the Corporation Counsel. Within thirty (30) days of receipt of said protested rent, City shall notify Tenant of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction.

- (d) Except as otherwise expressly set forth, Tenant shall have no right to rent abatement or set-off of any kind.

Article XI.

Section 11.01 Release Of City.

- (a) City shall not be liable to Tenant, or to Tenant's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.
- (b) City shall not be liable to Tenant or to Tenant's agents, representatives or employees, for any injury to, or death of, any of them or any other person or for any damage to any property of Tenant or any loss of revenues to Tenant resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the gross negligence of the City.

Section 11.02 Regulating The Airport.

Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

Section 11.03 Indemnity.

- (a) Tenant shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgements, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i)

below, in each case, arising out of the following (except to the extent caused by the gross negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

- (i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;
 - (ii) Tenant's use or occupancy of the Airport or non-use (if such non-use is contrary to Tenant's obligations hereunder) of any premises demised to Tenant hereunder;
 - (iii) The condition of Tenant's Demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
 - (iv) The violation by Tenant of any agreement, warranty, covenant or condition of this agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.
- (b) City shall promptly notify Tenant in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim or action and shall furnish Tenant with a copy of all suit papers and legal process. Tenant shall assume and have full responsibility for the defense of settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Tenant in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XII.

Section 12.01 Termination By City.

City may terminate this Agreement by giving Tenant sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (i) The filing by Tenant of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Agreement shall be accelerated and become immediately due and payable.

- (ii) The institution of proceedings in bankruptcy against Tenant if such proceedings are not dismissed within sixty (60) days.
- (iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any Federal reorganization law.
- (iv) The appointment of a receiver of all or substantially all of Tenant's assets and Tenant's failure to vacate such appointment within sixty (60) days thereafter.
- (v) The assignment by Tenant of its assets for the benefit of its creditors.
- (vi) The abandonment by Tenant of its conduct of transportation of cargo and freight at the Airport.
- (vii) The default by Tenant in the performance of any material covenant or agreement required to be performed by Tenant herein and the failure of Tenant to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of written notice to remedy the same.
- (viii) The failure by Tenant to maintain adequate insurance coverage, as required by Article IX.
- (ix) Or pursuant to the terms as set forth in Article III, Section 3.01 hereof.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Tenant shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Article XIII.

Section 13.01 Recovery Of Possession By City.

- (a) If Tenant abandons the Demised Premises, or if this Agreement is terminated, Tenant's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Tenant shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Tenant and any other person claiming through it, with or without process of law, and to expel and remove Tenant and any other person claiming through it who may be occupying the

Demised Premises. City may use such force in so expelling and removing Tenant and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Tenant.

- (b) The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Agreement.

Article XIV.

Section 14.01 Termination By Tenant.

- (a) Tenant may terminate this Agreement and any or all of its obligations hereunder if (i) at such time Tenant is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:
- (1) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Tenant's use of the Airport in its conduct of an air freight transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
 - (2) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Tenant's use of the Airport in its conduct of an air freight transportation business; provided, however, that none of the foregoing shall be due to any fault of Tenant.
 - (3) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Tenant relating to the Airport of any part thereof, and the failure of City to remedy such default, within a period of sixty (60) days after receipt from Tenant of notice to remedy the same.

- (4) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Tenant's operations at the Airport.

No waiver by Tenant of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Tenant relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any such terms, covenants and conditions.

Any termination by Tenant pursuant to Section 14.01(a)(1), (2), or (4) shall not occur unless the Tenant serves upon the Commissioner and Corporation Counsel notice of said termination thirty (30) days prior to such termination together with a statement of how the substantial operations of the Tenant have been affected.

Article XV.

Section 15.01 Right Of Tenant To Remove Property.

Tenant shall be entitled during the term of this Agreement, and for a reasonable time (not exceeding thirty (30) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Agreement, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder or under any other agreement between City and Tenant relating to the Airport or any part thereof; provided, however, that Tenant shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

Section 15.02 Inspection Of Premises.

Tenant shall notify the Commissioner in writing thirty (30) days prior to removing the last of its trade fixtures, tools, etc. or to its vacation of the building so that a joint City/Tenant inspection of the Demised Premises can be scheduled as a condition prior to the City's acceptance of the Demised Premises in a clean, safe and good condition. Tenant agrees to either correct (prior to vacation of the Demised Premises) any reasonable deficiencies which are discovered at this inspection or to reimburse City for doing so. However, if demolition of the Demised Premises is scheduled at the time of vacation by Tenant, Tenant's obligation to correct any such deficiency hereunder is waived by City.

*Article XVI.***Section 16.01 Nondiscrimination In The Use Of The Demised Premises By Tenant.**

This Agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, for itself, its personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, the (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

Section 16.02 Nondiscrimination In Furnishing Services.

Tenant agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

Section 16.03 Affirmative Action.

- (a) Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 151, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.
- (b) Tenant assures that it will comply with all ordinances and executive orders of the City of Chicago.

Article XVII.

Section 17.01 Notices.

All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, Department of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Tenant or as required by this Agreement, and shall be deemed given when so mailed. All notices to Tenant provided for herein shall be in writing and may be sent registered mail, postage prepaid, addressed to Gateway Freight Service, Incorporated, P.O. Box 91873 LAX, Los Angeles, California 90009, or to such other address as Tenant may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 17.02 Separability.

In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provisions shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

Section 17.03 Remedies Cumulative.

The rights and remedies granted in this Agreement are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 17.04 Headings.

The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

Section 17.05 Successors And Assigns.

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 17.06 Construction And Consent To Jurisdiction.

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

Section 17.07 Late Payments.

Any payment required to be made by Tenant under this Agreement which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

Section 17.08 Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

Section 17.09 Amendments.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

In Witness Whereof, the City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Gateway Freight Service, Incorporated, has caused this Agreement to be executed on its behalf by its _____ and its corporate seal to be hereunto affixed and attested by its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A", "B" and "C" attached to this lease agreement printed on pages 23386 through 23389 of this Journal.]

Exhibit "A".

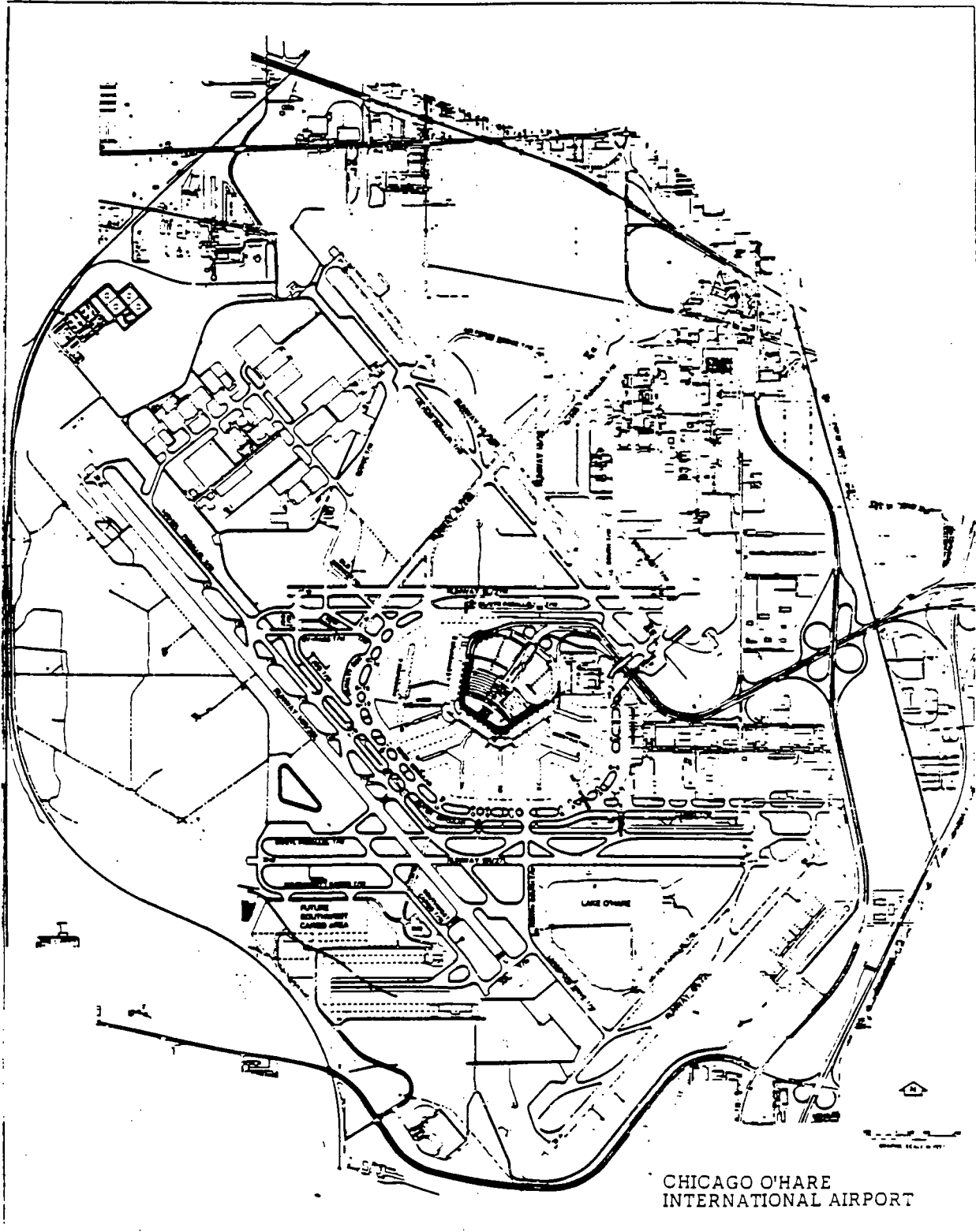
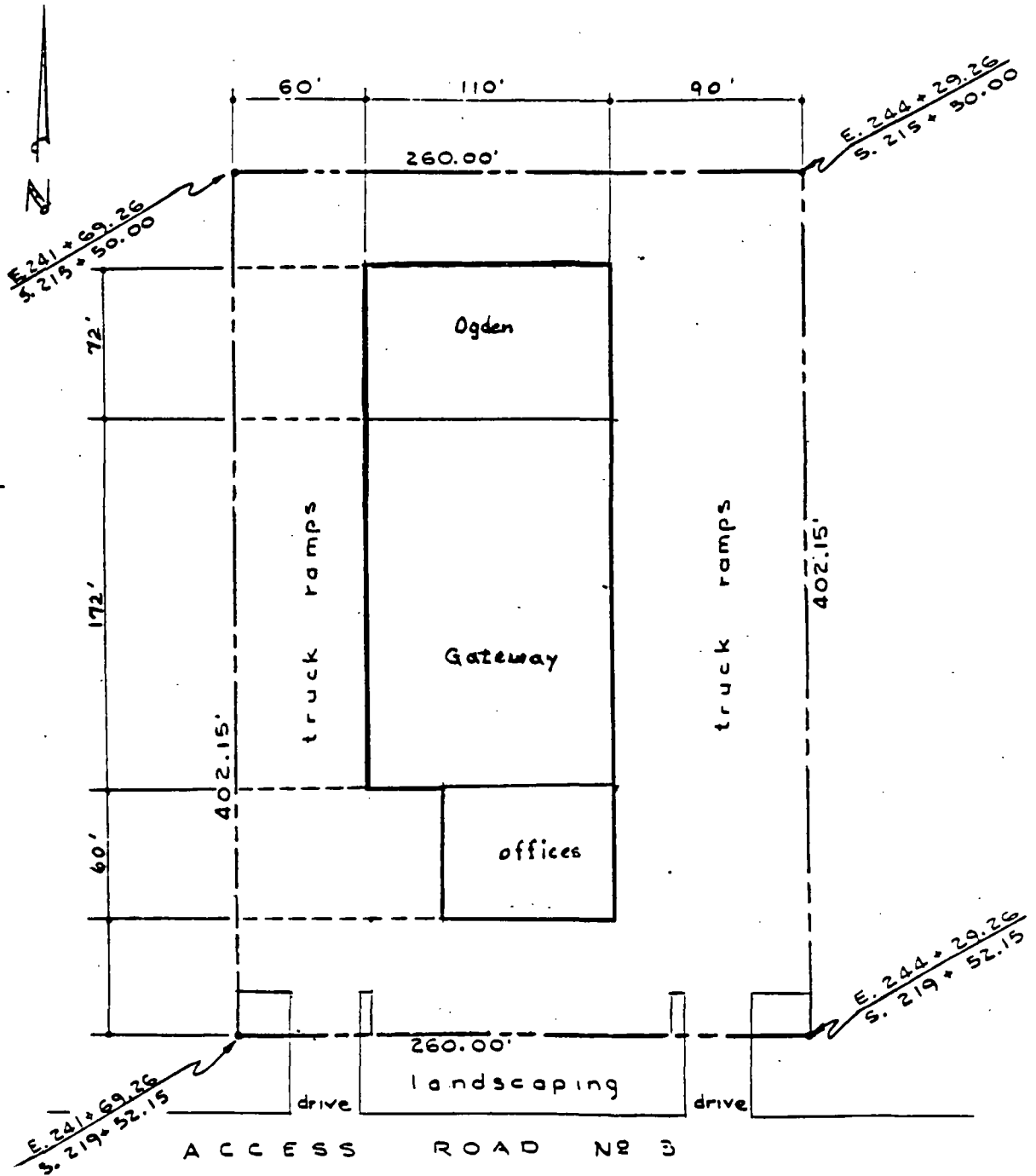


Exhibit "B"
(Page 2 of 2)

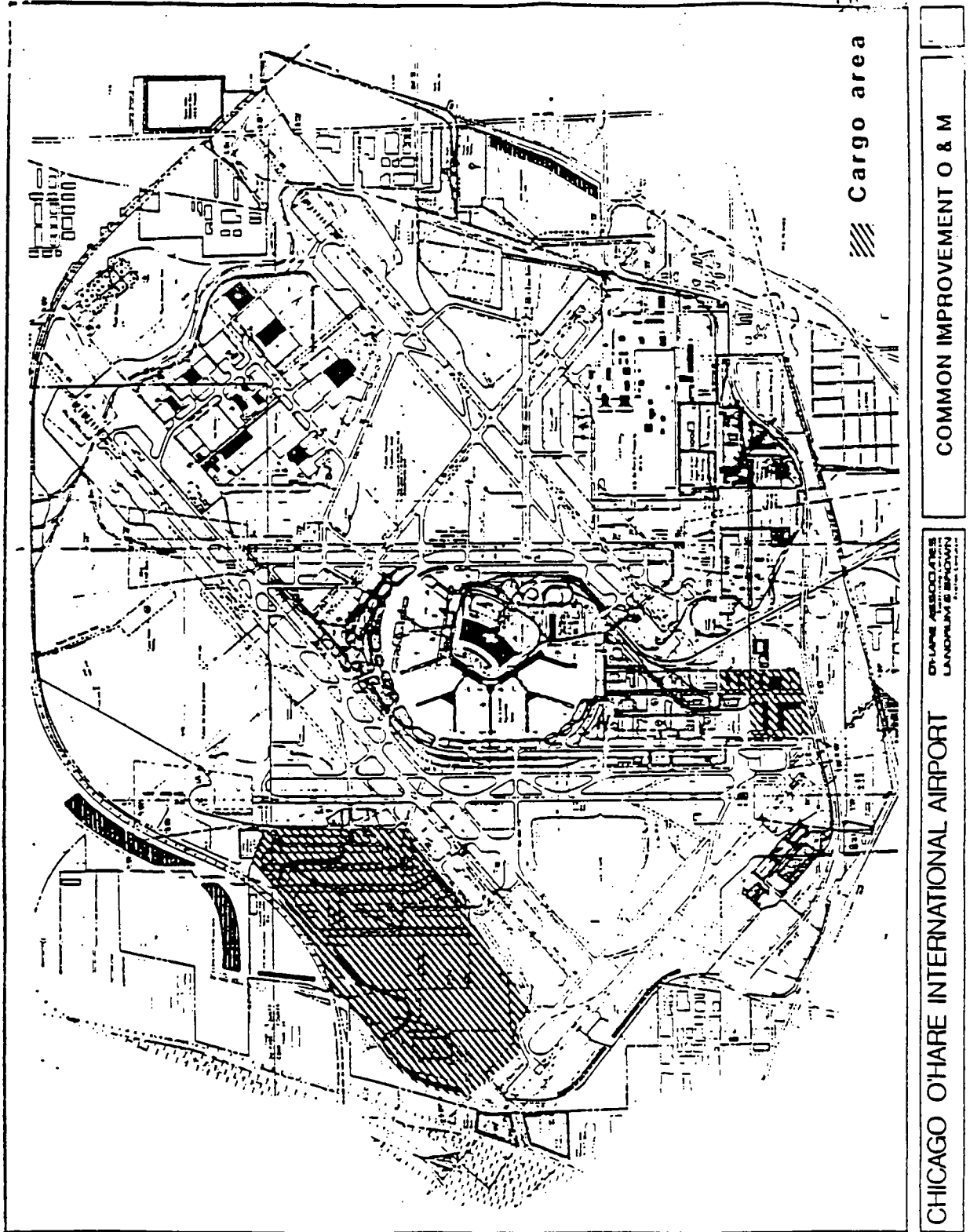


SITE PLAN

SCALE = 1" = 60'

104,560.00 SQ.FT.
2.40 ACRES

Exhibit "C".



EXECUTION OF ASSIGNMENT AND AMENDMENT OF FIRST
CHICAGO/INDEPENDENCE BANK FOREIGN CURRENCY
EXCHANGE CONCESSION AGREEMENT AT
CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, December 20, 1988.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred a communication from the Department of Aviation an ordinance which provides for the execution and adoption of an assignment and amendment of the First Chicago/Independence Bank Foreign Currency Exchange Agreement at O'Hare International Airport having had the same under advisement, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") entered into a Foreign Currency Exchange Concession License Agreement (the "Agreement") with First Chicago International ("First

Chicago"), the Agreement having been authorized by the City Council on May 30, 1985 (C.J.P. pp. 17283 -- 17304); and

WHEREAS, First Chicago desires to assign its rights and privileges pursuant to the Agreement to Independence Bank of Chicago ("I.B.C."); and

WHEREAS, Article XVII of the Agreement provides that First Chicago shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of the Agreement without the consent of the City Council; and

WHEREAS, The City deems it advantageous to itself and to its operation of the Airport to enter into an Amended Foreign Currency Exchange Concession License Agreement which reflects the assignment by First Chicago to I.B.C. (the "Amended Agreement"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the form of assignment, in substantially the form attached to this ordinance, from First Chicago to I.B.C. of its rights and privileges under the Agreement is approved and the Mayor, Commissioner of Aviation and the City Comptroller are authorized and directed to execute the Amended Agreement, in substantially the form as attached to this ordinance, and any other such documents as are necessary to effectuate this assignment, subject to approval by the Corporation Counsel as to form and legality.

SECTION 2. That this ordinance shall be in full force and effect upon, from and after its passage.

Amended Foreign Currency Exchange Concession License Agreement and Assignment of License Agreement attached to this ordinance read as follows:

*Amended Foreign Currency Exchange Concession
License Agreement.*

This Agreement (hereinafter referred to as this "Agreement") made this ___ day of _____, 1988, between the City of Chicago, a municipal corporation of the United States (hereinafter referred to as "Licensor") and Independence Bank of Chicago, an Illinois corporation (hereinafter referred to as "Licensee") and First Chicago International (hereinafter referred to as "Guarantor").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago O'Hare International Airport, (hereinafter referred to as the "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a Foreign Currency Exchange concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a Foreign Currency Exchange concession area with the rights and privileges as herein set forth; now, therefore,

Article I.

Premises.

A. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee the following areas, all of which Licensee accepts, at the Airport, described as Foreign Currency Exchange Concession Areas:

(1) Space 4-134, consisting of approximately 550 square feet in Terminal Building 4 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

B. In either the International Terminal and/or the Domestic Terminals: an area or areas to be determined by the Commissioner of Aviation for the storage of two or more mobile currency exchange stations, which areas may be changed, reduced or expanded as the corresponding changes in rentals and premises being administratively adjusted in line with the prevailing rate for such space at the Airport.

Licensee may operate mobile carts within the Airport for the uses permitted herein, provided that the manner of such operation shall be subject to the sole consent of the Commissioner of Aviation. Any such operation of mobile carts shall be subject to the Airport's rules and regulations and any other conditions reasonably required by the Commissioner of Aviation.

In the event that increased international travel operating from the terminal referred to in Paragraph A above or from any other terminal makes it difficult for Licensee to serve the need of international passengers adequately with existing facilities, Licensor and Licensee will use their best efforts to agree upon the manner in which those needs can be met efficiently, including approval by Licensor of the use and storage of additional mobile carts and approval of additional fixed space on mutually agreeable terms.

Licensee may request of the Commissioner of Aviation in addition to the premises granted above, space for use as an office, storage of equipment or similar purpose in connection with its operation. If in the judgment of the Commissioner of Aviation space is available for the purpose requested, such space will be provided to Licensee on a thirty (30)

day revocable basis, at the then current rate charged by City for comparable space at the Airport.

Article II.

Term.

The term of this Agreement shall be for a period of five (5) years, beginning on December 14, 1988 the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on the last day of the sixtieth month following the day of certification for occupancy of the Foreign Currency Exchange Concession area described in Exhibit "A", or December 31, 1993, whichever date comes first. Licensor and Licensee within 30 days after the date of certification for occupancy shall execute a joint acknowledgement establishing the exact date of termination of this Agreement.

"Operations Date" shall mean the date on which the Commissioner of Public Works of the City of Chicago (hereinafter called "Commissioner of Public Works") shall certify that all necessary improvements in the granted areas as described in Article 5 have been completed and such areas are ready for normal business operations.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance, or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. Fixed Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

1.) Annual Fixed License Fee. A license fee of Thirty Dollars (\$30.00) per square foot per annum ("Fixed License Fee") for the Premises set forth in Article I, and at the same rate for any additional space granted under this Agreement.

2.) Minimum Guaranteed License Fee/Percentage License Fee. The greater amount of:

(a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of _____ per annum for the period beginning on the Operations Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than \$ _____ or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.

(b) Percentage License Fee. A percentage license fee of _____ of the gross receipts per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

3.) A Percentage License Fee of 1% of gross receipts for all sales derived from the sale of precious metals and bullion at the Airport.

4.) An annual minimum license fee of \$ _____, for the twelve month period immediately following the first day of the month immediately following the date on which the Foreign Currency Exchange Concession Area described in Section A of Article I is issued a certification for occupancy, by the Commissioner of Public Works. In subsequent years the annual minimum license fee shall be adjusted in direct proportion to the increase or decrease in enplaned International passengers when compared to 1984 year end total passenger figures.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual minimum license fee noted above for Chicago O'Hare International Airport. The initial payment of the annual minimum licensee fee is to be the month immediately following the certification of occupancy for the Foreign Currency Exchange Concession Area by the Commissioner of Public Works.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments or refunds, required by adjustments, or by the percentage license fee described in Section A.(2) of this article, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C, of Article III. The annual

minimum license fee, referred to in this Article is intended to be and is an annual license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said Foreign Currency Exchange concession operation, keep true and accurate accounts, records, books, and data, which shall show, among other things, all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not), and, also, the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said Foreign Currency Exchange concession areas. The term "gross receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's methods of accounting, recordkeeping and internal control procedures must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement such approval shall not be unreasonably withheld. Any changes to the internal controls must be reported to the City Comptroller in writing (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems reasonably appropriate.

The term "gross receipts" shall include" (a) the retail price of all merchandise sold, and services rendered in, on, about or from the granted premises or from such other locations at the Airport operated by Licensee, as herein provided, including total sales or purchases of foreign and United States currency, bank notes, coins and any other exchanges permitted under this Agreement; (b) the full amount of all orders for goods or services accepted by Licensee in, on, about or from the granted premises, whether or not to be filled or performed at any other place, and the full amount of all orders accepted by Licensee elsewhere, but to be filled or performed in, on, about or from the granted premises.

The term "gross receipts" shall exclude (a) federal, state, municipal or other governmental excise taxes (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (b) sales made to employees at a discount; (c) refunds for merchandise returned by customers because of their dissatisfaction therewith.

D. Books, Records, and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to

make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, which shall be certified by the chief financial officer of the Licensee.

The following is an example of an opinion which would satisfy these requirements:

"I, the chief financial officer of the Licensee, have examined the accompanying statement of sales and fees reported to the City of Chicago by _____ a _____ for the year ended _____ relating to Foreign Currency Exchange Concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ a _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the chief financial officer is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, require relating to sales at the Airport.

E. Pro Rata Payment. If the commencement or termination of this Agreement fall upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten percent (10%) per annum from the date such item was due and

payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right at the Airport to operate a Foreign Currency Exchange concession and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity at the Airport or on the granted premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall provide on an exclusive basis:

- (1) The currencies and/or bank notes of the countries listed on Exhibit "B";
- (2) Sell and cash travelers checks expressed in foreign currencies;
- (3) Accept and cash Eurocheques in various currencies;

And on a non-exclusive basis:

- (1) Sell and cash United States dollar travelers checks;
- (2) Accept major credit cards (i.e. VISA, Mastercard, American Express, etc.) for cash advances in United States dollars; and
- (3) At the discretion of the Licensee, the sale of gold and silver bullion and coins and other like items traded primarily for their intrinsic value as precious metals (not jewelry or numismatic coinage value).

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities other than those enumerated above.

B. Speciality and/or Ethnic Shops Concession. Licensor reserves the right at any time to enter into agreements with others, including, but not limited to, duty free shop operators

for the operation at the Airport of concessions dealing exclusively in particular lines of merchandise or service such as, but not limited to jewelry, toys, travel accessories, etc.

C. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or licensee, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment By The Licensor And Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely construct, fixture or remodel to the extent necessary the Foreign Currency Exchange Concession Area, as set forth in Exhibit A, at the Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Eighty-five Hundred and no/100 Dollars (\$8,500.00).

B. Installations by the Licensor and by the Licensee. In the concession are designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.

- (3) Electrical services and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor installed by Licensee at the Airport:

- 1.) Licensee agrees that all improvements, equipment and decor installed shall be designated to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.
- 2.) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works.
- 3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession Area shall be subject at all time to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.
- 4.) Licensee shall reimburse Licensor for the reasonable cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor.
- 5.) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the granted premises in good and serviceable condition and repair.
- 6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed.
- 7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, and after using his best efforts to provide substitute premises which are deemed unsuitable by Licensee, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such

amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the maximum number of incoming and outgoing international passengers, during reasonable business hours, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as may be reasonably directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be multi-lingual, clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services or any employee whose conduct the Commissioner of Aviation reasonably feels is detrimental to the best interest of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airport.

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate

sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Foreign Currency Exchange Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the above-mentioned license fee all other costs connected with the use of the premises and facilities, and the rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain all of its installed improvements, trade fixtures, enclosures, walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary.

Article VII.

Service To Be Performed By The Licensor.

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings in tenable condition and shall be responsible for providing heat, air conditioning and maintenance to all public areas.

Licensor will not furnish janitorial service, interior or exterior window cleaning, gardening or custodial services anywhere on the grant premises.

Article VIII.

Quality And Price Control.

A. Merchandise. Licensor agrees that Licensee's selection of currencies and products, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; however, in entering into this Agreement, Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises

currencies and merchandise at prices not to exceed the prices customarily charged for similar services and merchandise in Chicago metropolitan area operations. If in the opinion of the Commissioner of Aviation, the selection of currencies offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's reasonable determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will confer for the purpose of making a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities war, the declaration or existence of a national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in one or more locations, based upon the previous three (3) months average sale at each location, Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty (80) percent of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building 4 unless, in the case of abandonment of Terminal Building 4 the Licensee is relocated into an equivalent location pursuant to Article XXV.

- (2) The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the user of such Airport in such manner as to substantially restrict Licensee by the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways reasonably possible in continuing the business of operating a Foreign Currency Exchange concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing at least ten (10) days before such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all or said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls, and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This article does not supersede rights granted to Licensee in Section C.7), Article 5 hereof.

Article XI.

Damage Or Destruction Of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, other than a fire or other casualty resulting from any negligence of Licensee, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty, other than fire, or casualty resulting from any negligence of Licensee, is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage licensee fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty, other than a fire or other casualty resulting from any negligence of Licensee, as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at the Airport, the fixed license fee payable hereunder with respect thereto shall abate.

In the event that a terminal building at the Airport shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the granted premises which are located in the terminal building so destroyed.

Should the terminal building at the Airport be damaged by fire or other casualty, other than a fire or other casualty resulting from any negligence of Licensee, or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XII.

Insurance.

A. Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Chicago, and its members, and all of the officers, agents, and employees of each of them in respect to the foreign currency concession.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to the City of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
121 North LaSalle Street
Room 1111 -- City Hall
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle Street
Room 501 -- City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the City, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIV of this Agreement.

B. Guarantor shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than \$2,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverages.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to double the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Chicago, and its members, and all of the officers, agents, and employees of each of them in respect to the foreign currency concession.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to the City of cancellation, non-renewal or reduction in coverage, delivered to the following:

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Room 501 -- City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Guarantor agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the City, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

Article XIII.

Employment Preference.

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concession at the Airport. Licensor shall have access to all employment information relating to residency of prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and

nature including but not limited to antitrust claims, arising by reason of any or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any or all of its operations hereunder.

Article XV.

Inspection.

The Licensee shall allow the Licensor's authorized representatives access to the granted premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of Licensor's governmental functions.

Article XVI.

Ingress And Egress.

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the granted premises provided, however, that the suppliers of services, furnishing materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVII.

Assignment, Subletting, Change Of Ownership.

Except as provided in Article XXX herein, Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, nor permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written consent of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the granted premises, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Article XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond or Irrevocable Letter of Credit satisfactory to the City Comptroller with an approved corporate surety in the sum of 1/2 (one-half) of the Minimum Guaranteed License Fee which bond or letter of credit shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject To Airline Agreements, Nondiscrimination And
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including

the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959, and the further provisions of that certain Agreement, entitled "Airport Use Agreement and Terminal Facilities Lease" of 1983, and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or physical or mental handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin, or physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, Health, and Human Services, and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881 -- 887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Section 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information relating to the employment in the concession areas as requested by the Chicago Commission on Human Relations.

Nondiscrimination In The Use Of The Premises By Licensee.

This agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, national origin or physical or mental handicap shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, national origin or physical or mental handicap shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and (3) that Licensee shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the breach of any of the above nondiscrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement.

Article XXII.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII.

Default.

The entire Agreement is made upon the condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which

otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint ventures between the parties hereto, or as constituting the Licensee or any employee or agent of Licensee as the agent, representative or employee of Licensor for any purpose or in any respect to all services performed under this Agreement.

Article XXV.

Rules, Regulations, Laws, Ordinances And Licenses.

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention Commissioner and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at Independence Bank of Chicago, 7936 South Cottage Grove Avenue, Chicago, Illinois 60619. Attention: Mr. Alvin

J. Boutte or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII.

Paragraph Headings.

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or Du Page County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

In the event that Licensee and I.B.C. shall, during the term of this Agreement, terminate their agreement referred to above, Licensee shall give notice of such termination to Licensor. During a period of not more than one hundred twenty (120) days following such termination, Licensee shall use its best efforts to select a new participant which shall be reasonably satisfactory to Licensor. If at the end of such period the Licensor is not satisfied with Licensee's efforts to select a new participant, then Licensor may treat such failure as a default by Licensee and may exercise the remedies provided in Article XXIII

hereof. The assignment of I.B.C.'s rights under this Agreement with Licensee to I.B.C.'s parent holding company shall not be deemed to be a termination of such Agreement.

Article XXX.

Government Approvals.

The obligation of Licensee to perform its obligation under this Agreement shall be subject to (i) Licensee given forty-five (45) days prior notice to the Federal Reserve Bank of Chicago of its establishment of the Foreign Currency Exchange Concession as required by Section 211.4(c) of Regulation K and (ii) Licensee obtaining any consents which may be required by the Commissioner of Banks of the State of Illinois and the Federal Deposit Insurance Corporation. All such notices or consents shall be requested prior to the commencement of the term of this Agreement as provided in Article II, and in the event that such consents are not obtained despite the good faith attempts of the Licensee to so obtain them, the parties hereto may terminate this Agreement without penalty.

Execution of this Agreement authorized by ordinance of the City of Chicago passed December 21, 1988, (C.J.P. pp. _____).

In Witness Whereof, the parties hereto have caused this assignment to be executed under the respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this Amended Foreign Currency Exchange Concession License Agreement printed on page 23416 of this Journal.]

Exhibit "B" attached to this Amended Foreign Currency Exchange Concession License Agreement reads as follows:

Exhibit "B".

The recipient of the award of the concession license will be required:

- 1) To have available for exchange the currencies of the following:

Austria

Greece

Norway

Australia	Holland	Portugal
Belgium	Hong Kong	Scotland
Canada	India	Singapore
Denmark	Ireland	Spain
England	Italy	Sweden
Finland	Japan	Switzerland
France	Mexico	United States
Federal Republic of Germany (West)		

Reasonable additions and deletions to the above list may be required and authorized by the Commissioner of Aviation.

This Assignment of the Foreign Currency Exchange Concession License Agreement by and between the City of Chicago (the "City") and First Chicago International ("First Chicago") dated May 30, 1985 (the "Agreement") is hereby made this __ day of November, 1988 by and between First Chicago, Independence Bank of Chicago, ("I.B.C.") and the City (the "Assignment").

Recitals:

Whereas, the City entered into the Agreement with First Chicago; the Agreement having been authorized by the City Council on May 30, 1985 (C.J.P. pp. 17283 -- 17304); and

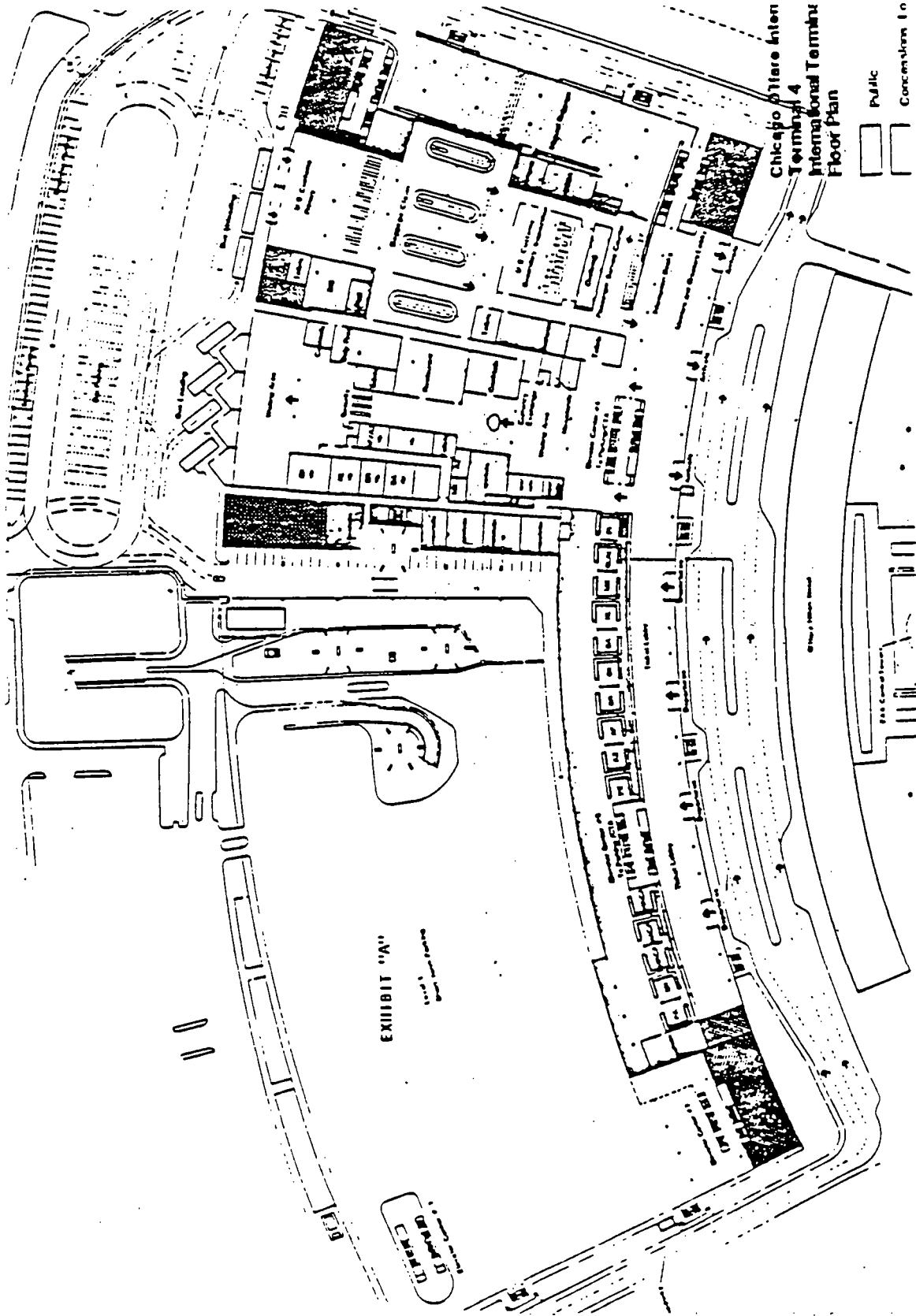
Whereas, First Chicago desires to assign, transfer and convey the Agreement in its entirety, including but not limited to all or its rights and privileges and duties and obligations as licensee under the Agreement to I.B.C.; and

Whereas, I.B.C. is willing to accept the assignment, transfer and conveyance of First Chicago's rights and privileges and duties and obligations as licensee under the Agreement; and

Whereas, Article XVII of the Agreement provides that First Chicago shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of the Agreement without the consent of the City Council; and

(Continued on page 23417)

Exhibit "A".



(Continued from page 23415)

Whereas, the City Council is willing to approve the Assignment and the subsequent substitution of licensees to perform the duties required under a new amended license agreement (the "Amended Agreement").

Assignment Of License Agreement.

Now, Therefore, In consideration of the mutual promises herein contained and other good and valuable consideration, First Chicago, I.B.C. and the City, agree as follows:

1. The recitals stated above are incorporated herein and made a part hereof.
2. First Chicago assigns, transfers and conveys to I.B.C. the entire Agreement, including but not limited to all of its rights and privileges and duties and obligations under the Agreement.
3. I.B.C. accepts the assignment, transfer and conveyance of the entire Agreement from First Chicago, including but not limited to all its rights and privileges and duties and obligations under the Agreement.
4. I.B.C. agrees to be bound by all the terms and conditions of the Amended Agreement which will reflect I.B.C. as the new licensee without exception and to perform the work required under the Amended Agreement according to all of its terms and conditions.
5. First Chicago agrees to procure and provide the necessary insurance as required by the Amended Agreement until May 30, 1990.
6. The City accepts the Assignment and agrees to execute and be bound by the terms and conditions of the Amended Agreement.

In Witness Whereof, the parties hereto caused this Assignment to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

COMMITTEE ON BEAUTIFICATION AND RECREATION.

PORTIONS OF SPECIFIED PUBLIC WAYS CLOSED TO TRAFFIC.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, December 21, 1988.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having under consideration three orders (which were referred on October 26, 1988 and December 14, 1988) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of special events and street closings for specific purposes, begs leave to recommend that Your Honorable Body *Pass* the said orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schuler, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

Notre Dame High School.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Notre Dame High School, 3000 North Mango Avenue, to close to

traffic North Mango Avenue between West Wellington and West Barry Avenues during the hours of 1:45 P.M. and 2:40 P.M. on all school days for school purposes.

Mr. Michael Scott.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Michael Scott, Director/Special Events, 121 North LaSalle Street, to close to traffic South State Street from West Randolph Street to West Lake Street on Monday, October 24, 1988 during the hours of 6:00 P.M. to 10:00 P.M.

Mr. Douglas Knuth/Doug Knuth Productions.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Douglas Knuth/Doug Knuth Productions, 430 West Erie Street, to close to traffic the 300 block of West Erie Street between North Orleans Street and North Sedgwick Street, for the conduct of the Traffic Building Campaigns For The Merchants Of River North (food and beverages will be sold) on Saturday, October 29, 1988, during the hours of 6:00 P.M. and 11:00 P.M.

VARIOUS CITY AGENCIES REQUESTED TO JOIN IN SPIRIT OF
COOPERATION TO ENSURE SUCCESS OF NORDIC SKI
EVENT IN LINCOLN PARK.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, December 21, 1988.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having under consideration a resolution memorializing the City's Department of Special Events, the Fire Paramedic Units, and the Department of Public Works to join in the spirit of cooperation with the

Chicago Park District and the City Council Committee on Beautification and Recreation in making the Nordic Ski Event in Lincoln Park January 7 and 8, 1988 a grand occasion, begs leave to recommend that Your Honorable Body *Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, A Nordic Ski Event, involving one of the most graceful and demanding sports, is scheduled to take place in Lincoln Park January 7 and 8, 1989, co-sponsored by the Chicago Park District and the City Council Committee on Beautification and Recreation; and

WHEREAS, It is hoped that the Nordic Ski Event will involve many participants as well as various City of Chicago agencies; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the City's Department of Special Events, the Fire Paramedic Units, and the Department of Public Works to join in the spirit of cooperation with the Chicago Park District and the City Council Committee on Beautification and Recreation in making the Nordic Ski Event in Lincoln Park January 7 and 8, 1989 a grand occasion.

Be It Further Resolved, That we call public attention to the Nordic Ski Event.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**CORRECTIONS AND REVISIONS OF 1989 ANNUAL
APPROPRIATION ORDINANCE, AS AMENDED.**

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, adopting corrections and revisions to the 1989 Annual Appropriation Ordinance, as amended.

Alderman Orr presented the following proposed amendment:

[Amendment printed on pages 23422 through 23436
of this Journal.]

Alderman Natarus moved to *Lay on the Table* the said proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Madrzyk, Langford, Sheahan, Jones, Krystyniak, Henry, Hagopian, Austin, Banks, Cullerton, Laurino, Pucinski, Natarus, Stone -- 21.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Huels, Burke, Streeter, Garcia, Soliz, Gutierrez, Smith, Davis, Figueroa, Giles, Eisendrath, Shiller, Osterman, Orr -- 18.

Thereupon, on motion of Alderman Austin, the said proposed amendatory ordinance submitted by the Committee on the Budget and Government Operations, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

(Continued on page 23437)

Page 1 of 15.

Summary Of The Proposed Housing Budget Amendment.

Proposed Savings

Finance General	\$6,656,229
Board of Elections	1,000,000
Overtime*	404,917
Executive Salaries**	<u>657,809</u>
TOTAL:	\$8,718,955

* Reflects 7.5% cut in overtime pay in Corporate Fund except for Police, Fire Department and Streets and Sanitation Refuse Collection.

** Cuts raises in excess of 4% in executive salaries of \$50,000 or more.

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AD HOC HOUSING COALITION BUDGET PROPOSAL

<u>PROGRAM</u>	<u>\$\$</u>	<u># of units</u>
1) SINGLE FAMILY HOUSING a) rehab loans	300,000	55 to be developed (\$10,000 per unit)
2) SINGLE ROOM OCCUPANCY (SRO) HOUSING a. Rehab project grants	1,411,195	135 to be developed
3) TAX REACTIVATION PROGRAM a. Development (purchase & rehab) b. Relocation	2,015,484	180 to be developed
4) SECOND STAGE HOUSING a. Purchase & rehab b. Grants to supplement HUD programs	550,000	50 to be developed
5) LOW-INCOME MULTI-FAMILY a. Second mortgages b. Acquisition grants	1,458,396	250 to be developed
6) HOMESTEADING	300,000	23 to be developed
7) HOUSING TRUST FUND a. Grants to development projects b. Operating Project Subsidies	1,000,000	95 to be developed 640 units subsidized
8) PRE-PAYMENT PREVENTION	200,000	375 saved
9) HEAT RECEIVER PROGRAM	175,000	55 saved
10) LEAD PROGRAM	350,000	2700 saved
11) HOUSING CODE ENFORCEMENT	300,000	90 saved
12) EMERGENCY SERVICES & SHELTER	750,000	
<hr/>		
TOTAL PROGRAM COST	8,718,955	
TOTAL HOUSING UNITS CREATED		788
TOTAL MADE AFFORDABLE THROUGH SUBSIDIES		640
TOTAL MADE SAFE AND HABITABLE FOR CHILDREN		2,700
TOTAL SAVED FROM DEMOLITION		520
TOTAL UNITS IMPROVED		4,648

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CORRECTIONS AND REVISIONS OF 1989
BUDGET RECOMMENDATIONS

(EXPENDITURES)

Page	Code	Department & Item	Strike		Insert	
			No.	Amount	No.	Amount

FINANCE GENERAL						
290	2005.0964	Single family housing: -loan program for acquisition rehabilitation(\$10,000 per unit)			300,000	
290	2005.0965	Single Room Occupancy Housing -Rehab project grants			1,411,195	
290	2005.0966	Tax Reactivation Program -Development:purchase,rehab, relocation -supplemental funding for Department of Housing CDBG Tax Reactivation Program 2615.9100			2,015,484	
290	2005.0967	Second Stage Transitional Housing -purchase and rehab -grants to supplement HUD programs			550,000	
290	2005.0968	Low Income Multi-Family Rehab -second mortgages, preacquisition grants -supplemental funding for Dept.of Housing CDBG Housing Rehab Program 2595.9013			1,458,396	
290	2005.0969	Homesteading			300,000	
290	2005.0970	City of Chicago contribution to Low-Income Housing Trust Fund -to be used for grants to develop and operate projects providing housing for very low-income persons			1,000,000	
290	2005.0971	HUD Mortgage Prepayment Prevention Program -assistance for prevention and monitoring of the loss of 10,000 low and moderate income units due to prepayment of federally subsidized mortgages			200,000	

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CORRECTIONS AND REVISIONS OF 1989

BUDGET RECOMMENDATIONS

Page	Code	Department & Item	Strike		Insert	
			No.	Amount	No.	Amount
290	2005.0972	Heat Receiver Program -supplemental funds			175,000	
290	2005.0973	Lead Paint Identification and Abatement Program -supplements Dept.of Health CDBG lead program budget			350,000	
290	2005.0974	Housing Code Enforcement -start-up costs for the proposed Code Enforcement Bureau to replace the current Compliance Board			300,000	
142	2005.9025	DEPT.OF HUMAN SERVICES - Funds to prevent the loss of emergency shelter beds, to create additional beds and to expand services to assist homeless persons		3,000,000		3,750,000

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CORRECTIONS AND REVISIONS OF 1989
BUDGET RECOMMENDATIONS

(PROPOSED CUTS)

Page	Code	Department & Item	Strike		Insert	
			No.	Amount	No.	Amount
289		FINANCE GENERAL and OTHER OPERATING EXPENSES				
289	2005.0140	Professional and Technical Services		405,000		0
289	2005.0155	Property Rental		2,201,000		1,273,771
289	2005.0420	Furniture Expenses to be expended under direction of Budget Director		150,000		0
289	2005.0559	Expense of Relocating Departments		2,550,000		1,600,000
290	2005.0955	Interest on Daily Tender Notes		26,182,000		24,000,000
290	2005.0957	Cost of Issuance of Notes		3,950,000		3,050,000
290	2005.0991	Matching Grants to be expended under direction of Budget Director		3,869,600		3,615,000
290	2005.9065	Various youth summer functions		573,000		225,600
290	2005.9069	Disaster Fund to be expended under direction of Budget Director		500,000		150,000
290	2005.9069	Police Management Study		100,000		0

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CORRECTIONS AND REVISIONS OF 1989

BUDGET RECOMMENDATIONS

Page	Code	Department & Item	Strike No. Amount	Insert No. Amount
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BOARD OF ELECTION COMMISSION

106	2005.0055	Extra Hire	4,279,546	3,779,456
106	2005.0138	Data Processing, Word Processing, Office Automation, & Data Communications Functions	607,500	507,500
106	2005.0150	Outside Services publications and reproductions	1,045,582	845,582
106	2005.0178	Freight & Express Charges	370,000	270,000
106	2005.0340	Material & Supplies	860,698	760,698

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CORRECTIONS AND REVISIONS OF 1989

BUDGET RECOMMENDATIONS

Page	Code	Department & Item	Strike No. Amount	Insert No. Amount
MAYOR'S OFFICE				
12	2005.9637	Admin. Assist.	57,295	48,222
13	2005.9895	Mayor's Admin. Officer	96,960	88,400
13	2005.9894	Admin. Ill. Dep. Chief	85,848	80,080
13	2005.9891	Admin. Assist. Office Admin.	53,158	44,141
13	2005.9639	Assist. to Mayor	78,460	73,840
13	2005.9639	Assist. to Mayor	(4) 77,772	(4) 73,840
13	2005.9639	Assist. to Mayor	44,578	44,578
13	2005.9637	Admin. Assist.	(3) 65,720	(3) 62,400
PRESS SECRETARY				
13	2005.9642	Deputy Press Secretary	56,949	52,000
13	2005.9615	Press Secretary	77,772	68,640
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS				
13	2005.9670	Director Intergovernmental Affairs	85,437	81,120
13	2005.9639	Assist. to Mayor in D.C.	66,813	57,200
13	2005.9637	Admin. Assist.	77,772	73,840
13	2005.9637	Admin. Assist.	65,720	57,200

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CORRECTIONS AND REVISIONS OF 1989

BUDGET RECOMMENDATIONS

Page	Code	Department & Item	Strike		Insert	
			No.	Amount	No.	Amount
BUDGET & MANAGEMENT OFFICE						
16	2005.9661	Budget Director		86,050		80,080
17	2005.1147	Data Process		61,000		56,110
17	2005.1124	Assist. Budget Dir.		54,492		0
17	2005.9656	Deputy Budget Dir.		(3)70,000	(3)	62,400
17	2005.1124	Assist. Budget Dir.		50,000		0
17	2005.1124	Assist. Budget Dir.		59,000		0
17	2005.1118	Deputy Assistant		61,000		50,000

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CORRECTIONS AND REVISIONS OF 1989

BUDGET RECOMMENDATIONS

Page	Code	Department & Item	Strike		Insert	
			No.	Amount	No.	Amount
286	2005.9674	DEPARTMENT OF AVIATION Commissioner		86,050		80,080
		DEPARTMENT OF GENERAL SERVICES		80,974		73,840
91	2005.9874	Commissioner				
91	2005.9875	First Deputy Commissioner		68,700		62,400
113	1005.9687	DEPARTMENT OF HEALTH Commissioner	(1)	86,050	(1)	83,200
81	2005.9691	DEPARTMENT OF PERSONNEL Commissioner	(1)	78,750	(1)	72,800
223	2005.8275	DEPARTMENT OF STREET AND SANITATION Commissioner	(1)	78,750	(1)	70,720
65	2005.0213	DEPARTMENT OF REVENUE Director of Revenue	(1)	76,500	(1)	69,680
53	2005.9647	COMPTROLLER'S OFFICE Comptroller	(1)	84,050	(1)	80,080
256	2005.9665	DEPARTMENT OF PUBLIC WORKS Commissioner	(1)	86,050	(1)	83,200
223	2005.9675	DEPARTMENT OF STREETS & SANITATION Commissioner	(1)	86,050	(1)	84,240
201	2005.9663	DEPARTMENT OF INSPECTIONAL SERVICES Commissioner	(1)	68,700	(1)	67,600
135	2005.9741	DEPARTMENT OF HUMAN RELATIONS Commissioner	(1)	54,200	(1)	52,665

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CORRECTIONS AND REVISIONS OF 1989

BUDGET RECOMMENDATIONS

Page	Code	Department & Item	Strike		Insert	
			No.	Amount	No.	Amount

DEPARTMENT OF LAW						
74	2005.1657	First Assist. Corp. Counsel	(1)	75,000	(1)	74,880
74	2005.1650	Deputy Corp.Counsel	(5)	70,008	(5)	64,272
74	2005.1639	First Deputy Corp Cnsl	(1)	70,008	(1)	64,272
74-79	2005.1652	Chief Assist. Corp. Counsel	(19)	61,800	(19)	58,481
DEPARTMENT OF PLANNING						
42	2005.9664	Commissioner of Planning	(1)	78,750	(1)	73,840
42	2005.9804	First Deputy Commissioner of Planning	(1)	68,700	(1)	62,400
DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS						
19	2005.1109	Manager of MIS Security	(1)	56,610	(1)	0
19	2005.0629	Principal Systems Engineer - MIS	(1)	53,448	(1)	0

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CORRECTIONS AND REVISIONS OF 1989

BUDGET RECOMMENDATIONS

Page	Code	Department & Item	Strike No. Amount	Insert No. Amount

BOARD OF ELECTION COMMISSIONERS				
107	2005.9994	Attorney of Elections	(1) 68,468	(1) 64,733
108	2005.0360	Manager of Election Planning Training Schedule Salary Adjustments	(1) 51,144	(1) 50,394
109	2005.6580	Manager of Electronic Voting Equipment, Ballot Prep. & Supplies	(1) 53,448	(1) 52,665

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CORRECTIONS AND REVISIONS
OF 1989 CITY OF CHICAGO
BUDGET RECOMMENDATIONS
100 - CORPORATE FUND

Page	Code	Department and Item	Strike Amount	Insert Amount
16	*2005.0020	OFFICE OF BUDGET AND MANAGEMENT/ OVERTIME	19,000	0
19	*2005.0020	DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS/OVERTIME	20,900	0
26	*2005.0020	MAYOR'S OFFICE OF INQUIRY AND INFORMATION/OVERTIME	19,000	0
46	*2005.0020	DEPARTMENT OF HOUSING/OVERTIME	2,375	0
50	*2005.0020	CITY CLERK/OVERTIME	47,500	0
52	*2005.0020	DEPARTMENT OF FINANCE CITY COMPTROLLER/OVERTIME	47,500	0
59	*2010.0020	DEPARTMENT OF FINANCE CITY COMPTROLLER SPECIAL ACCOUNTING DIVISION/OVERTIME	95,000	0
64	*2005.0020	DEPARTMENT OF REVENUE/OVERTIME	142,500	0
80	*2005.0020	DEPARTMENT OF PERSONNEL/OVERTIME	2,850	0
85	*2005.0020	DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES/OVERTIME	2,375	0
96	*2015.0020	DEPARTMENT OF GENERAL SERVICES BUREAU OF FACILITIES MANAGEMENT/ OVERTIME	166,250	0
100	*2025.0020	DEPARTMENT OF GENERAL SERVICES BUREAU OF INVENTORY MANAGEMENT/ OVERTIME	5,795	0
102	*2035.0020	DEPARTMENT OF GENERAL SERVICES BUREAU OF FLEET ADMINISTRATION/ OVERTIME	1,260,650	0
103	*2005.0020	BOARD OF ELECTION COMMISSIONERS/ OVERTIME	285,000	0
112	*1005.0020	DEPARTMENT OF HEALTH DEPARTMENT OF ADMINISTRATION/OVERTIME	38,000	0

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CORRECTIONS AND REVISIONS
OF 1989 CITY OF CHICAGO
BUDGET RECOMMENDATIONS
100 - CORPORATE FUND

Page	Code	Department and Item	Strike Amount	Insert Amount
135	*2005.0020	COMMISSION ON HUMAN RELATIONS/ OVERTIME	8,028	0
142	*2005.0020	DEPARTMENT OF HUMAN SERVICES/ OVERTIME	57,000	0
195	*2005.0020	DEPARTMENT OF ZONING/OVERTIME	950	0
200	*2005.0020	DEPARTMENT OF INSPECTIONAL SERVICES/ OVERTIME	23,275	0
209	*2005.0020	DEPARTMENT OF CONSUMER SERVICES/ OVERTIME	28,500	0
214	*2005.0020	COMMISSION ON ANIMAL CARE AND CONTROL/ OVERTIME	42,750	0
222	*2005.0020	DEPARTMENT OF STREETS AND SANITATION COMMISSIONER'S OFFICE/OVERTIME	36,642	0
232	*2023.0020	DEPARTMENT OF STREETS AND SANITATION BUREAU OF SANITATION SOLID WASTE MANAGEMENT DIVISION/ OVERTIME	274,398	0
235	*2025.0020	DEPARTMENT OF STREETS AND SANITATION BUREAU OF RODENT CONTROL/OVERTIME	19,000	0
237	*2030.0020	DEPARTMENT OF STREETS AND SANITATION BUREAU OF ELECTRICITY ELECTRICAL MAINTENANCE AND OPERATIONS DIVISION/OVERTIME	213,003	0

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CORRECTIONS AND REVISIONS
OF 1989 CITY OF CHICAGO
BUDGET RECOMMENDATIONS
100 - CORPORATE FUND

Page	Code	Department and Item	Strike Amount	Insert Amount
240	*2035.0020	DEPARTMENT OF STREETS AND SANITATION BUREAU OF ELECTRICITY ELECTRICAL CONSTRUCTION DIVISION/ OVERTIME	481,768	0
244	*2040.0020	DEPARTMENT OF STREETS AND SANITATION BUREAU OF ELECTRICITY ELECTRICAL WIRING AND COMMUNICATION DIVISION/OVERTIME	475,000	0
246	*2047.0020	DEPARTMENT OF STREETS AND SANITATION BUREAU OF STREET OPERATIONS- BEAUTIFICATION/OVERTIME	60,594	0
252	*2070.0020	DEPARTMENT OF STREETS AND SANITATION BUREAU OF LABOR/OVERTIME	475,000	0
262	*2025.0020	DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING/OVERTIME	28,500	0
272	*2060.0020	DEPARTMENT OF PUBLIC WORKS BUREAU OF CONSTRUCTION SERVICES/OVERTIME	574,750	0
276	*2062.0020	DEPARTMENT OF PUBLIC WORKS DIVISION OF BRIDGE OPERATIONS AND MAINTENANCE/OVERTIME	166,250	0
277	*2063.0020	DEPARTMENT OF PUBLIC WORKS BUREAU OF CONSTRUCTION MANAGEMENT/ OVERTIME	351,500	0
288	*2005.0020	FINANCE GENERAL OTHER OPERATING EXPENSES/OVERTIME	23,750	0

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CORRECTIONS AND REVISIONS
OF 1989 CITY OF CHICAGO
BUDGET RECOMMENDATIONS
100 - CORPORATE FUND

Page	Code	Department and Item	Strike Amount	Insert Amount
288	*2005.0020	FINANCE GENERAL OTHER OPERATING EXPENSES/OVERTIME SALARY TO BE PAID TO EMPLOYEES OF THE VARIOUS CITY DEPARTMENTS: TO BE EXPEN- DED UNDER THE DIRECTION OF THE		
		Budget Director		5,611,035

(Continued from page 23421)

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Annual Appropriation Ordinance for the Year 1989, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

[Exhibit "A" attached to this ordinance printed on pages
23438 through 23456 of this Journal.]

CORRECTIONS AND REVISIONS OF YEAR XV COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE, AS
AMENDED.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, adopting a series of amendments to the Year XV Community Development Block Grant Ordinance, as amended.

Alderman Natarus moved to divide the question to consider separately that portion of Exhibit "A" of said ordinance allocating funds for the Chicago Housing Authority Security Sweep Program. The motion *Prevailed* by a viva voce vote.

Alderman Bloom moved to re-refer to the Committee on the Budget and Government Operations that portion of Exhibit "A" relating to the Chicago Housing Authority Security Sweep Program.

Alderman Natarus moved to lay on the table Alderman Bloom's motion to re-referred. The motion to *Lay on the Table Prevailed* by yeas and nays as follows:

(Continued on page 23457)

Exhibit "A"

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

100 - CORPORATE

Page 1 of 8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF MANAGEMENT INFORMATION SERVICES - 06-1005-2005				
		Less Turnover		281,772		376,844
		DEPARTMENT OF FINANCE CITY COMPTROLLER - 27-1005-2005				
		Operations - 3015 Administration - 4015				
	0112	Deputy Assistant Comptroller Operations			2	44,808
	0111	Deputy Comptroller of Operations	1	55,000		
		CAPS - Systems Support - 4020				
	1140	Chief Operations Research Analyst	1	37,608	1	46,836
		Disbursements - 4025				
	0252	Assistant Comptroller of Disbursements	1	37,608		
		Systems and Procedures - 4030				
	1141	Principal Operations Research Analyst	1	44,808	1	32,568
		Payroll - 4035				
	0253	Assistant Comptroller of Payroll	1	51,144	1	37,608
	0112	Deputy Assistant Comptroller Operations			1	53,448
		Accounting - 3020 Administration - 4045				
	0254	Assistant Comptroller of Accounting			1	42,864
		Auditing - 3030 Administration - 4095				
	0170	Assistant Comptroller Auditing	1	41,052		
		Internal Auditing - 4100				
	0161	Supervisor of Systems Auditors	2	41,052	1	39,312
		Less Turnover		551,106		544,034

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

100 - CORPORATE

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Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		CITY TREASURER - 28-2005				
		Administration - 3005				
	0308	Staff Assistant	1	23,136		
	0810	Executive Secretary II			1	23,136

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

100 - CORPORATE

Page 3 of 8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF GENERAL SERVICES BUREAU OF ADMINISTRATIVE SERVICES - 38-2007				
		Finance and Administration - 3010 Deputy Commissioner Office - 4006 Personnel Technician II			1	19,956
		BUREAU OF FACILITIES MANAGEMENT - 38-2015				
	.0184	Electricity		3,629,086		3,535,234
		Building Management - 3035 Building Services - 4024 Accountant II			1	19,956
	0102				4	19,956
		Administration - 4025 Administrative Assistant II Executive Secretary I			1	17,280
	0302				1	17,280
	0809					
		BUREAU OF ASSETS MANAGEMENT - 38-2020				
		Land Sales/Compensation/Leasing - 3026 Senior Typist Leasing Agent I			1	12,384
	0836				1	21,000
	1662					
		BUREAU OF FLEET ADMINISTRATION - 38-2035				
	.0360	Repair Parts and Materials		7,621,875		7,567,359

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

100 - CORPORATE

Page 4 of 8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF STREETS AND SANITATION - 81-2005						
BUREAU OF SANITATION - REFUSE COLLECTION SERVICES DIVISION - 1015-2020						
	.0158	Rental of Equipment & Services-City Owned		17,968,686		17,905,242
	1302	Administration - 3045 Administrative Services Officer II	1	28,128		
Refuse Collection - 3050 Supervisory and Clerical - 4020						
	7152	Refuse Collection Coordinator	34	27,852	56	27,852
	0416	Ward Clerk	5	21,828	3	21,828
	8243	General Foreman of Laborers			1	2,881.00M
	8244	Foreman of Laborers			2	15.95H
	6324	Field Services - 4025 Laborer (As Truck Loader) Less Turnover	1,154	11.92H 1,328,308	1,137	11.92H 1,492,086
BUREAU OF SANIATION - SOLID WASTE MANAGEMENT DIVISION - 1015-2023						
Solid Waste Disposal - 3057 Transfer and Landfill - 4036						
	8116	General Foreman of Dumps	1	2,878.00M	2	2,878.00M
	8114	Dump Foreman	2	2,347.00M	6	2,347.00M
	6324	Laborer (As Truck Loader) Less Turnover	21	11.92H 635,969	18	11.92H 710,211
BUREAU OF RODENT CONTROL - 1020-2025						
Rodent Control - 3070						
	8166	Assistant District Supervisor of Rodent Control			2	29,568
	6324	Laborer Less Turnover	61	11.92H 80,361	60	11.92H 115,180
BUREAU OF ELECTRICITY - ELECTRICAL CONSTRUCTION DIVISION - 1025-2035						
Operations Support - 3035						
	9528	Laborer (B of E)	244,800H	15.30H	234,600H	15.30H
	8244	Foreman of Laborers (B of E) Less Turnover	8	15.95H 785,667	11	15.95H 727,227

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

100 - CORPORATE

Page 5 of 8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		BUREAU OF STREET OPERATIONS - BEAUTIFICATION - 1030-2047				
		Forestry Support - 3128				
		Wood Disposal - 4051				
	7973	Tree Trimmer II	4	11.49H	2	11.49H
	7975	District Tree Foreman			1	24,060
	8114	Dump Foreman			1	2,347.00M
		Forestry Operations - 3136				
		Supervisory - 4061				
	7915	Assistant Forestry Supervisor	4	32,244	1	32,244
	7915	Assistant Forestry Supervisor	1	20,796		
	7973	Tree Trimmer II	11	11.49H	9	11.49H
	7972	Tree Trimmer I	4	10.76H	3	10.76H
	7916	Forestry Supervisor			1	33,888
	7927	Assistant Superintendent of Forestry			2	27,852
	7975	District Tree Foreman			1	24,060
	7975	District Tree Foreman			1	22,908
		Field Operations - 4063				
	7975	District Tree Foreman	9	29,280	5	29,280
	7975	District Tree Foreman	1	26,556	2	26,556
	7975	District Tree Foreman			2	24,060
	7975	District Tree Foreman			2	22,908
	7974	Tree Trimmer III	2	12.24H		
	7973	Tree Trimmer II	33	11.49H	32	11.49H
	7972	Tree Trimmer I	64	10.76H	58	10.76H
	7916	Forestry Supervisor			1	30,720
	7916	Forestry Supervisor			1	25,272
	7915	Assistant Forestry Supervisor			2	30,720
	7915	Assistant Forestry Supervisor			1	27,852
	7915	Assistant Forestry Supervisor			1	22,908
		Beautification - 3141				
	7903	Superintendent of Landscape Maintenance			1	31,032
	7973	Tree Trimmer II	1	11.49H	2	11.49H
	7972	Tree Trimmer I	4	10.76H	3	10.76H
		Less Turnover		254,619		209,170
		BUREAU OF LABOR - 1050-2070				
		Equipment Support Services - 3215				
	8244	Foreman of Laborers	3	15.95H	9	15.95H
	6327	Watchman	89	8.56H	83	8.56H
		Engineer Support - 4115				
	7677	General Foreman of Steam Roller Engineers	1	3,442.50M		
	7636	General Foreman of Hoisting Engineers			1	4,038.66M
	7676	Foreman of Steam Roller Engineers	4	19.90H		

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

100 - CORPORATE

Page 6 of 8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
BUREAU OF LABOR (Continued)						
Engineer Support (Continued)						
	7635	Foreman of Hoisting Engineers			4	21.85H
	7674	Steam Roller Engineer	18	19.40H		
	7633	Hoisting Engineer (Class I)			18	21.10H
	7674	Steam Roller Engineer (Class II)	57	18.85H		
	7633	Hoisting Engineer (Class II)			57	19.80H
	7674	Steam Roller Engineer (Shop Welder Mechanic)	5	18.35H		
	7674	Steam Roller Engineer (Class IV)	3	16.30H		
	7633	Hoisting Engineer (Class III)			8	18.15H
Personnel Allocation - 3220						
Field Support Services - 4140						
	7183	Motor Truck Driver	716	15.55H	714	15.55H
Field Services (Open Line) - 4150						
	7674	Steam Roller Engineer (Class I)		19.40H		
	7674	Steam Roller Engineer (Class II)		18.85H		
	7674	Steam Roller Engineer (Shop Welder Mechanic)		18.35H		
	7674	Steam Roller Engineer (Class III)		17.70H		
	7674	Steam Roller Engineer (Class IV)		16.30H		
	7674	Steam Roller Engineer		15.10H		
	7633	Hoisting Engineer (Class I)				21.10H
	7633	Hoisting Engineer (Class II)				19.80H
	7633	Hoisting Engineer (Class III)				18.15H
		Less Turnvoer		333,709		629,401
FINANCE GENERAL - 99-1005-2005						
Other Operating Expenses - 1005-2005						
STRIKE:						
	9082	For the Evaluation and Coordinator of Citywide Solid Waste Disposal Activities and Diversion Credits.		2,500,000		
INSERT:						
		For Evaluation and Coordination of Citywide Solid Waste Disposal Activities.				1,500,000
		Private Sector Solid Waste Diversion Credits				500,000
		Grants and Loans for Purchase of Recycling Equipment				500,000

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

300 - VEHICLE TAX

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Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF STREETS AND SANITATION						
BUREAU OF STREETS - 1010-2015						
Asphalt Maintenance - 3025						
9464		Asphalt Helper	52	15.30H	47	15.30H
8248		Asphalt Foreman			5	15.95H
Pavement Improvement and Repair - 3035						
7674		Steam Roller Engineer (Class I)		19.40H		
7674		Steam Roller Engineer (Class II)		18.85H		
7674		Steam Roller Engineer (Class III)		17.70H		
7674		Steam Roller Engineer (Class IV)		16.30H		
7674		Steam Roller Engineer (Class V)		15.10H		
7633		Hoisting Engineer (Class I)				21.10H
7633		Hoisting Engineer (Class II)				19.80H
7633		Hoisting Engineer (Class III)				18.15H
		Less Turnover		307,898		314,528
BUREAU OF STREET OPERATIONS - BEAUTIFICATION - 1030-2045						
Street Operations - 3130						
0416		Ward Clerk	1	19,764		
8194		Assistant Supervisor of Street Cleaning			1	23,136
Forestry Operations - 3135						
7972		Tree Trimmer I	33	10.76H	29	10.76H
7973		Tree Trimmer II	4	11.49H	5	11.49H
7916		Forestry Supervisor			2	22,908
7975		District Tree Foreman			1	22,908
		Less Turnover		120,092		127,826

CORRECTIONS AND REVISIONS OF 1989 BUDGET RECOMMENDATIONS

740 - O'HARE INTERNATIONAL AIRPORT REVENUE FUND

Page 8 of 8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF FINANCE				
		CITY COMPTROLLER - 27-1005-2005				
		Auditing - 3030				
0183		Assistant to the Comptroller - Financial Auditing	1	41,052		
0170		Assistant Comptroller of Auditing			1	42,864
		Less Turnover				1,812

SCHEDULE J

PLUMBERS LOCAL 130

CLASS GRADE		ENTRANCE RATE	INTERMEDIATE RATES			TOP BASE RATE	CLASS GRADE
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL MONTHLY	23,136 1,928	24,300 2,025	25,524 2,127	26,820 2,235	28,128 2,344	1
2	ANNUAL MONTHLY	25,524 2,127	26,820 2,235	28,128 2,344	29,568 2,464	31,032 2,586	2
3	ANNUAL MONTHLY	28,128 2,344	29,568 2,464	31,032 2,586	32,568 2,714	34,224 2,852	3
4	ANNUAL MONTHLY	31,032 2,586	32,568 2,714	34,224 2,852	35,928 2,994	37,608 3,134	4
5	ANNUAL MONTHLY	34,224 2,852	35,928 2,994	37,608 3,134	39,312 3,276	41,052 3,421	5

LONGEVITY SALARY SCHEDULE

CLASS GRADE		AFTER 1 YR. AT TOP BASE RATE AND 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LON- GEVITY RATE AND 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LON- GEVITY RATE AND 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LON- GEVITY RATE AND 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FOURTH LON- GEVITY RATE AND 25 YRS. CONTINUOUS SERVICE	CLASS GRADE
1	ANNUAL MONTHLY	29,568 2,464	31,032 2,586	32,568 2,714	34,224 2,852	35,928 2,994	1
2	ANNUAL MONTHLY	32,568 2,714	34,224 2,852	35,928 2,994	37,608 3,134	39,312 3,276	2
3	ANNUAL MONTHLY	35,928 2,994	37,608 3,134	39,312 3,276	41,052 3,421	42,864 3,572	3
4	ANNUAL MONTHLY	39,312 3,276	41,052 3,421	42,864 3,572	44,808 3,734	46,836 3,903	4
5	ANNUAL MONTHLY	42,864 3,572	44,808 3,734	46,836 3,903	48,936 4,078	51,144 4,262	5

UNIT= 16

SCHEDULE N

CHICAGO TYPOGRAPHICAL UNION

CLASS GRADE		ENTRANCE RATE	INTERMEDIATE RATES			TOP BASE RATE	CLASS GRADE
		FIRST 8 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL MONTHLY	12,804 1,087	13,404 1,117	14,016 1,168	14,724 1,227	15,444 1,287	1
2	ANNUAL MONTHLY	13,404 1,117	14,016 1,168	14,724 1,227	15,444 1,287	16,212 1,351	2
3	ANNUAL MONTHLY	14,016 1,168	14,724 1,227	15,444 1,287	16,212 1,351	17,028 1,419	3
4	ANNUAL MONTHLY	15,444 1,287	16,212 1,351	17,028 1,419	17,904 1,492	18,792 1,566	4
5	ANNUAL MONTHLY	17,028 1,419	17,904 1,492	18,792 1,566	19,668 1,639	20,700 1,725	5
6	ANNUAL MONTHLY	18,792 1,566	19,668 1,639	20,700 1,725	21,732 1,811	22,812 1,901	6
7	ANNUAL MONTHLY	20,700 1,725	21,732 1,811	22,812 1,901	23,940 1,995	25,164 2,097	7
8	ANNUAL MONTHLY	22,812 1,901	23,940 1,995	25,164 2,097	26,448 2,204	27,732 2,311	8
9	ANNUAL MONTHLY	25,164 2,097	26,448 2,204	27,732 2,311	29,136 2,428	30,588 2,549	9
10	ANNUAL MONTHLY	27,732 2,311	29,136 2,428	30,588 2,549	32,088 2,674	33,732 2,811	10
11	ANNUAL MONTHLY	30,588 2,549	32,088 2,674	33,732 2,811	35,400 2,950	37,080 3,090	11

UNIT = 27

CHICAGO TYPOGRAPHICAL UNION

SCHEDULE N

LONGEVITY SALARY SCHEDULE

<u>CLASS</u> <u>GRADE</u>		<u>AFTER 1 YR. AT</u> <u>TOP BASE RATE</u> <u>AND 6 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT FIRST LON-</u> <u>GEVITY RATE</u> <u>AND 10 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT SECOND LON-</u> <u>GEVITY RATE</u> <u>AND 18 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT THIRD LON-</u> <u>GEVITY RATE</u> <u>AND 20 YR.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT FOURTH LON-</u> <u>GEVITY RATE</u> <u>AND 25 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>CLASS</u> <u>GRADE</u>
1	ANNUAL MONTHLY	16,212 1,351	17,028 1,419	17,904 1,492	18,792 1,566	19,668 1,639	1
2	ANNUAL MONTHLY	17,028 1,419	17,904 1,492	18,792 1,566	19,668 1,639	20,700 1,725	2
3	ANNUAL MONTHLY	17,904 1,492	18,792 1,566	19,668 1,639	20,700 1,725	21,732 1,811	3
4	ANNUAL MONTHLY	19,668 1,639	20,700 1,725	21,732 1,811	22,812 1,901	23,940 1,995	4
5	ANNUAL MONTHLY	21,732 1,811	22,812 1,901	23,940 1,995	25,164 2,097	26,448 2,204	5
6	ANNUAL MONTHLY	23,940 1,995	25,164 2,097	26,448 2,204	27,732 2,311	29,136 2,428	6
7	ANNUAL MONTHLY	26,448 2,204	27,732 2,311	29,136 2,428	30,588 2,549	32,088 2,674	7
8	ANNUAL MONTHLY	29,136 2,428	30,588 2,549	32,088 2,674	33,732 2,811	35,400 2,950	8
9	ANNUAL MONTHLY	32,088 2,674	33,732 2,811	35,400 2,950	37,080 3,090	38,736 3,228	9
10	ANNUAL MONTHLY	35,400 2,950	37,080 3,090	38,736 3,228	40,464 3,372	42,252 3,521	10
11	ANNUAL MONTHLY	38,736 3,228	40,464 3,372	42,252 3,521	44,160 3,680	46,140 3,845	11

UNIT= 27

SCHEDULE O

I.B.E.W. LOCAL 9

CLASS GRADE		ENTRANCE RATE		INTERMEDIATE RATES			TOP BASE RATE		CLASS GRADE
		FIRST 8 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS		
1	ANNUAL MONTHLY	15,444 1,287	16,212 1,351	17,028 1,419	17,904 1,492	18,792 1,566	18	1	
2	ANNUAL MONTHLY	17,028 1,419	17,904 1,492	18,792 1,566	19,668 1,639	20,700 1,725	20	2	
3	ANNUAL MONTHLY	18,792 1,566	19,668 1,639	20,700 1,725	21,732 1,811	22,812 1,901	22	3	
4	ANNUAL MONTHLY	20,700 1,725	21,732 1,811	22,812 1,901	23,940 1,995	25,164 2,097	25	4	

LONGEVITY SALARY SCHEDULE

CLASS GRADE		AFTER 1 YR. AT TOP BASE RATE AND 8 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LON- GEVITY RATE AND 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LON- GEVITY RATE AND 18 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LON- GEVITY RATE AND 20 YR. CONTINUOUS SERVICE	AFTER 1 YR. AT FOURTH LON- GEVITY RATE AND 25 YRS. CONTINUOUS SERVICE	CLASS GRADE
1	ANNUAL MONTHLY	19,668 1,639	20,700 1,725	21,732 1,811	22,812 1,901	23,940 1,995	1
2	ANNUAL MONTHLY	21,732 1,811	22,812 1,901	23,940 1,995	25,164 2,097	26,448 2,204	2
3	ANNUAL MONTHLY	23,940 1,995	25,164 2,097	26,448 2,204	27,732 2,311	29,136 2,429	3
4	ANNUAL MONTHLY	26,448 2,204	27,732 2,311	29,136 2,428	30,588 2,549	32,088 2,574	4

UNIT = 29

SCHEDULE P

TEAMSTERS LOCAL 728

CLASS GRADE		ENTRANCE RATE	INTERMEDIATE RATES			TOP BASE RATE	CLASS GRADE
		FIRST 9 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	
1	ANNUAL	14,016	14,724	15,444	16,212	17,028	1
	MONTHLY	1,168	1,227	1,287	1,351	1,419	
2	ANNUAL	15,444	16,212	17,028	17,904	18,792	2
	MONTHLY	1,287	1,351	1,419	1,492	1,566	
3	ANNUAL	17,028	17,904	18,792	19,668	20,700	3
	MONTHLY	1,419	1,492	1,566	1,639	1,725	
4	ANNUAL	18,792	19,668	20,700	21,732	22,812	4
	MONTHLY	1,566	1,639	1,725	1,811	1,901	

LONGEVITY SALARY SCHEDULE

CLASS GRADE		AFTER 1 YR. AT TOP BASE RATE AND 8 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LON- GEVITY RATE AND 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LON- GEVITY RATE AND 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LON- GEVITY RATE AND 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FOURTH LON- GEVITY RATE AND 25 YRS. CONTINUOUS SERVICE	CLASS GRADE
1	ANNUAL	17,904	18,792	19,668	20,700	21,732	1
	MONTHLY	1,492	1,566	1,639	1,725	1,811	
2	ANNUAL	19,668	20,700	21,732	22,812	23,940	2
	MONTHLY	1,639	1,725	1,811	1,901	1,995	
3	ANNUAL	21,732	22,812	23,940	25,164	26,448	3
	MONTHLY	1,811	1,901	1,995	2,097	2,204	
4	ANNUAL	23,940	25,164	26,448	27,732	29,136	4
	MONTHLY	1,995	2,097	2,204	2,311	2,428	

UNIT = 08

SCHEDULE R

MACHINISTS LODGE 126

CLASS GRADE		ENTRANCE	INTERMEDIATE RATES			TOP BASE	CLASS GRADE
		RATE FIRST 8 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	RATE NEXT 12 MONTHS	
1	ANNUAL	17,280	18,168	19,044	19,956	21,000	1
	MONTHLY	1,440	1,514	1,587	1,663	1,750	
2	ANNUAL	18,792	19,668	20,700	21,732	22,812	2
	MONTHLY	1,566	1,639	1,725	1,811	1,901	
3	ANNUAL	25,164	26,448	27,732	29,136	30,588	3
	MONTHLY	2,097	2,204	2,311	2,428	2,549	
4	ANNUAL	27,732	29,136	30,588	32,088	33,732	4
	MONTHLY	2,311	2,428	2,549	2,674	2,811	

LONGEVITY SALARY SCHEDULE

CLASS GRADE		AFTER 1 YR. AT	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	CLASS GRADE
		TOP BASE RATE AND 8 YRS. CONTINUOUS SERVICE	AT FIRST LON- GEVITY RATE AND 10 YRS. CONTINUOUS SERVICE	AT SECOND LON- GEVITY RATE AND 16 YRS. CONTINUOUS SERVICE	AT THIRD LON- GEVITY RATE AND 20 YRS. CONTINUOUS SERVICE	AT FOURTH LON- GEVITY RATE AND 25 YRS. CONTINUOUS SERVICE	
1	ANNUAL	22,044	23,136	24,300	25,524	26,820	1
	MONTHLY	1,837	1,928	2,025	2,127	2,235	
2	ANNUAL	23,940	25,164	26,448	27,732	29,136	2
	MONTHLY	1,995	2,097	2,204	2,311	2,428	
3	ANNUAL	32,088	33,732	35,400	37,068	38,736	3
	MONTHLY	2,674	2,811	2,950	3,089	3,229	
4	ANNUAL	35,400	37,068	38,736	40,452	42,252	4
	MONTHLY	2,950	3,089	3,228	3,371	3,521	

UNIT= 36

1

SCHEDULE S

SALARY SCHEDULE FOR REGISTERED NURSES

CLASS GRADE	ENTRANCE RATE											MAXIMUM	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	
	FIRST 8 MOS.	NEXT 8 MOS.	NEXT 8 MOS.	NEXT 12 MOS.	NEXT 12 MOS.	NEXT 12 MOS.	NEXT 12 MOS.	NEXT 12 MOS.	AFTER 1YR AT STEP 7 & 5 YRS OF SERV.	AFTER 1YR AT STEP 8 & 7 YRS OF SERV.	AFTER 1YR AT STEP 9 & 10 YRS OF SERV.	AFTER 1YR AT STEP 10 & 15 YRS OF SERV.	AFTER 1YR AT STEP 11 & 20 YRS OF SERV.
1 ANNUAL	19,884	20,868	21,948	23,028	24,192	25,404	26,688	28,020	29,400	30,888	32,448	34,092	34,092
MONTHLY	1,657.00	1,739.00	1,829.00	1,919.00	2,016.00	2,117.00	2,224.00	2,335.00	2,450.00	2,574.00	2,704.00	2,841.00	2,841.00
2 ANNUAL	20,868	21,948	23,028	24,192	25,404	26,688	28,020	29,400	30,888	32,448	34,092	35,808	35,808
MONTHLY	1,739.00	1,829.00	1,919.00	2,016.00	2,117.00	2,224.00	2,335.00	2,450.00	2,574.00	2,704.00	2,841.00	2,984.00	2,984.00
3 ANNUAL	21,948	23,028	24,192	25,404	26,688	28,020	29,400	30,888	32,448	34,092	35,808	37,572	37,572
MONTHLY	1,829.00	1,919.00	2,016.00	2,117.00	2,224.00	2,335.00	2,450.00	2,574.00	2,704.00	2,841.00	2,984.00	3,131.00	3,131.00
4 ANNUAL	24,192	25,404	26,688	28,020	29,400	30,888	32,448	34,092	35,808	37,572	39,492	41,460	41,460
MONTHLY	2,016.00	2,117.00	2,224.00	2,335.00	2,450.00	2,574.00	2,704.00	2,841.00	2,984.00	3,131.00	3,291.00	3,455.00	3,455.00
5 ANNUAL	25,404	26,688	28,020	29,400	30,888	32,448	34,092	35,808	37,572	39,492	41,460	43,524	43,524
MONTHLY	2,117.00	2,224.00	2,335.00	2,450.00	2,574.00	2,704.00	2,841.00	2,984.00	3,131.00	3,291.00	3,455.00	3,627.00	3,627.00
6 ANNUAL	28,020	29,400	30,888	32,448	34,092	35,808	37,572	39,492	41,460	43,524	45,720	48,000	48,000
MONTHLY	2,335.00	2,450.00	2,574.00	2,704.00	2,841.00	2,984.00	3,131.00	3,291.00	3,455.00	3,627.00	3,810.00	4,000.00	4,000.00
7 ANNUAL	30,888	32,448	34,092	35,808	37,572	39,492	41,460	43,524	45,720	48,000	50,412	52,944	52,944
MONTHLY	2,574.00	2,704.00	2,841.00	2,984.00	3,131.00	3,291.00	3,455.00	3,627.00	3,810.00	4,000.00	4,201.00	4,412.00	4,412.00

UNITS- 30, 37

SCHEDULE U

LABORERS LOCAL 1092

CLASS GRADE		ENTRANCE	INTERMEDIATE RATES			TOP BASE	CLASS GRADE
		RATE	NEXT	NEXT	NEXT	RATE	
		FIRST 6 MONTHS	12 MONTHS	12 MONTHS	12 MONTHS	NEXT 12 MONTHS	
5	ANNUAL	11,784	12,372	12,984	13,572	14,220	5
	MONTHLY	982	1,031	1,082	1,131	1,185	
6	ANNUAL	12,984	13,572	14,220	14,916	15,684	6
	MONTHLY	1,082	1,131	1,185	1,243	1,307	
7	ANNUAL	13,572	14,220	14,916	15,684	16,464	7
	MONTHLY	1,131	1,185	1,243	1,307	1,372	
8	ANNUAL	14,220	14,916	15,684	16,464	17,280	8
	MONTHLY	1,185	1,243	1,307	1,372	1,440	
9	ANNUAL	15,684	16,464	17,280	18,168	19,044	9
	MONTHLY	1,307	1,372	1,440	1,514	1,587	
10	ANNUAL	17,280	18,168	19,044	19,956	21,000	10
	MONTHLY	1,440	1,514	1,587	1,663	1,750	
11	ANNUAL	19,044	19,956	21,000	22,044	23,136	11
	MONTHLY	1,587	1,663	1,750	1,837	1,928	
12	ANNUAL	21,000	22,044	23,136	24,300	25,524	12
	MONTHLY	1,750	1,837	1,928	2,025	2,127	
13	ANNUAL	23,136	24,300	25,524	26,820	28,128	13
	MONTHLY	1,928	2,025	2,127	2,235	2,344	
14	ANNUAL	25,524	26,820	28,128	29,568	31,032	14
	MONTHLY	2,127	2,235	2,344	2,464	2,586	
15	ANNUAL	28,128	29,568	31,032	32,568	34,224	15
	MONTHLY	2,344	2,464	2,586	2,714	2,852	

UNIT= 53

LABORERS LOCAL 1092

SCHEDULE U

LONGEVITY SALARY SCHEDULE

CLASS GRADE		AFTER 1 YR. AT TOP BASE RATE AND 8 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LON- GEVITY RATE AND 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LON- GEVITY RATE AND 18 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LON- GEVITY RATE AND 20 YR. CONTINUOUS SERVICE	AFTER 1 YR. AT FOURTH LON- GEVITY RATE AND 25 YRS. CONTINUOUS SERVICE	CLASS GRADE
5	ANNUAL	14,916	15,624	16,464	17,280	18,168	5
	MONTHLY	1,243	1,307	1,372	1,440	1,514	
6	ANNUAL	16,464	17,280	18,168	19,044	19,956	6
	MONTHLY	1,372	1,440	1,514	1,587	1,663	
7	ANNUAL	17,280	18,168	19,044	19,956	21,000	7
	MONTHLY	1,440	1,514	1,587	1,663	1,750	
8	ANNUAL	18,168	19,044	19,956	21,000	22,044	8
	MONTHLY	1,514	1,587	1,663	1,750	1,827	
9	ANNUAL	19,956	21,000	22,044	23,136	24,300	9
	MONTHLY	1,663	1,750	1,837	1,928	2,025	
10	ANNUAL	22,044	23,136	24,300	25,524	26,820	10
	MONTHLY	1,837	1,928	2,025	2,127	2,235	
11	ANNUAL	24,300	25,524	26,820	28,128	29,568	11
	MONTHLY	2,025	2,127	2,235	2,344	2,464	
12	ANNUAL	26,820	28,128	29,568	31,032	32,568	12
	MONTHLY	2,235	2,344	2,464	2,586	2,714	
13	ANNUAL	29,568	31,032	32,568	34,224	35,928	13
	MONTHLY	2,464	2,586	2,714	2,852	2,994	
14	ANNUAL	32,568	34,224	35,928	37,608	39,312	14
	MONTHLY	2,714	2,852	2,994	3,134	3,276	
15	ANNUAL	35,928	37,608	39,312	41,052	42,864	15
	MONTHLY	2,994	3,134	3,276	3,421	3,572	

UNIT = 53

SCHEDULE V

LABORERS LOCAL 1001

CLASS GRADE		ENTRANCE	INTERMEDIATE RATES			TOP BASE	CLASS GRADE
		RATE FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	RATE NEXT 12 MONTHS	
5	ANNUAL MONTHLY	11,784 982	12,372 1,031	12,984 1,082	13,572 1,131	14,220 1,185	5
6	ANNUAL MONTHLY	12,984 1,082	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	6
7	ANNUAL MONTHLY	13,572 1,131	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	7
8	ANNUAL MONTHLY	14,220 1,185	14,916 1,243	15,684 1,307	16,464 1,372	17,280 1,440	8
9	ANNUAL MONTHLY	15,684 1,307	16,464 1,372	17,280 1,440	18,168 1,514	19,044 1,587	9
10	ANNUAL MONTHLY	17,280 1,440	18,168 1,514	19,044 1,587	19,956 1,663	21,000 1,750	10
11	ANNUAL MONTHLY	19,044 1,587	19,956 1,663	21,000 1,750	22,044 1,837	23,136 1,928	11
12	ANNUAL MONTHLY	21,000 1,750	22,044 1,837	23,136 1,928	24,300 2,025	25,524 2,127	12
13	ANNUAL MONTHLY	23,136 1,928	24,300 2,025	25,524 2,127	26,820 2,235	28,128 2,344	13
14	ANNUAL MONTHLY	25,524 2,127	26,820 2,235	28,128 2,344	29,588 2,464	31,032 2,586	14
15	ANNUAL MONTHLY	28,128 2,344	29,588 2,464	31,032 2,586	32,568 2,714	34,224 2,852	15

UNIT= 54

LABORERS LOCAL 1001

SCHEDULE V

LONGEVITY SALARY SCHEDULE

<u>CLASS</u> <u>GRADE</u>		<u>AFTER 1 YR. AT</u> <u>TOP BASE RATE</u> <u>AND 8 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT FIRST LON-</u> <u>GEVITY RATE</u> <u>AND 10 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT SECOND LON-</u> <u>GEVITY RATE</u> <u>AND 18 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT THIRD LON-</u> <u>GEVITY RATE</u> <u>AND 20 YR.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>AFTER 1 YR.</u> <u>AT FOURTH LON-</u> <u>GEVITY RATE</u> <u>AND 25 YRS.</u> <u>CONTINUOUS</u> <u>SERVICE</u>	<u>CLASS</u> <u>GRADE</u>
5	ANNUAL	14,916	15,684	16,464	17,280	18,168	5
	MONTHLY	1,243	1,307	1,372	1,440	1,514	
6	ANNUAL	16,464	17,280	18,168	19,044	19,956	6
	MONTHLY	1,372	1,440	1,514	1,587	1,663	
7	ANNUAL	17,280	18,168	19,044	19,956	21,000	7
	MONTHLY	1,440	1,514	1,587	1,663	1,750	
8	ANNUAL	18,168	19,044	19,956	21,000	22,044	8
	MONTHLY	1,514	1,587	1,663	1,750	1,837	
9	ANNUAL	19,956	21,000	22,044	23,136	24,300	9
	MONTHLY	1,663	1,750	1,837	1,928	2,025	
10	ANNUAL	22,044	23,136	24,300	25,524	26,820	10
	MONTHLY	1,837	1,928	2,025	2,127	2,235	
11	ANNUAL	24,300	25,524	26,820	28,128	29,568	11
	MONTHLY	2,025	2,127	2,235	2,344	2,464	
12	ANNUAL	26,820	28,128	29,568	31,032	32,568	12
	MONTHLY	2,235	2,344	2,464	2,586	2,714	
13	ANNUAL	29,568	31,032	32,568	34,224	35,928	13
	MONTHLY	2,464	2,586	2,714	2,852	2,994	
14	ANNUAL	32,568	34,224	35,928	37,608	39,312	14
	MONTHLY	2,714	2,852	2,994	3,134	3,276	
15	ANNUAL	35,928	37,608	39,312	41,052	42,864	15
	MONTHLY	2,994	3,134	3,276	3,421	3,572	

UNIT= 54

SECTION 2. This Ordinance shall take effect after its passage and publication.

(Continued from page 23437)

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Sheahan, Jones, Krystyniak, Henry, Butler, Smith, Hagopian, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 29.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Burke, Streeter, Garcia, Gutierrez, Davis, Figueroa, Shiller, Orr -- 12.

Alderman Bloom then presented the following motion:

"I move to amend that portion of the ordinance allocating funds for the C.H.A. Security Sweep Program to add the following language:

No funds allocated for this Program shall be used until all litigation now pending with regard to this Program shall be terminated or settled."

Alderman Austin moved to lay on the table the foregoing motion. The motion to *Lay on the Table Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Sheahan, Jones, Krystyniak, Henry, Butler, Hagopian, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter, Osterman, Stone -- 29.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Streeter, Garcia, Gutierrez, Smith, Davis, Figueroa, Shiller, Orr -- 12.

On motion of Alderman Rush and Alderman Tillman, the following portion of Exhibit "A" of the said proposed ordinance was *Deferred* and ordered published:

*Corrections And Revisions Of C.D.B.G. Year
XV Budget Recommendations.*

Fund: 382

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
		C.H.A. Security Sweep Program -- 21 -- 2620				
32	.0140	Professional and Technical Services		\$365,340		
		C.H.A. Security -- Select Locations -- 21 -- 2625				
	.0140	Professional and Technical Services		172,485		
		C.H.A. Senior Housing Security -- 21 -- 2630				
	.0140	Professional and Technical Services		51,800		

Thereupon, on motion of Alderman Austin, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schuller, Osterman, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Year XV Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A". Further, on page 21743 of the City Council Journal of Proceedings of December 14, 1988 in the Year XV Community Development Block Grant Ordinance, in the first "WHEREAS" Clause, by striking the words and figures Ninety-eight Million Three Hundred Seventy-three Thousand Three Hundred Seventy-nine Dollars (\$98,373,379), and inserting in lieu thereof, the words and figures One Hundred One Million Four Hundred Ninety Thousand

Five Hundred Sixty-eight Dollars (\$101,490,568). And further on page 21744 of the City Council Journal of Proceedings of December 14, 1988 in Section 1 of said ordinance, by striking the words and figures Ninety-eight Million Three Hundred Seventy-three Thousand Three Hundred Seventy-nine Dollars (\$98,373,379) and inserting in lieu thereof, the words and figures One Hundred One Million Four Hundred Ninety Thousand Five Hundred Sixty-eight Dollars (\$101,490,568).

SECTION 2. This ordinance shall take effect after its passage and publication.

[Exhibit "A" attached to this ordinance printed on pages 23460 through 23470 of this Journal.]

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED
WITHIN CITY COUNCIL LEGISLATIVE
REFERENCE BUREAU.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1988. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

Purpose	Fund	Code		Account	Amount
		Department			
For Travel	100	15-2195		0200	\$1,500

(Continued on page 23471)

Exhibit "A".

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 1 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		Estimates of Community Development Block Grant Funding for Year XV - January 1, 1989 Through December 31, 1989				
		Community Development Block Grant Entitlement for Year XV		80,375,367		83,492,556
		Total		98,373,379		101,490,563

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 2 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF ECONOMIC DEVELOPMENT						
Economic Development Program Support 07-3505						
3	1746	Program Specialist II	1	23,136	2	23,136
6		Commercial District Development Program - 07-2535				
STRIKE:						
The \$340,000 funding for the Commercial District Development Program is to be derived from the sale of land. No expenditures will be made until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.						
INSERT:						
\$340,000 of the funding for the Commercial District Development Program is to be derived from the sale of land. The remaining \$317,596 will be derived from the CDBG Year XV entitlement funds. No expenditures beyond the \$317,596 in entitlement funds will be made until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.						
	.0140	Professional and Technical Services		340,000		657,596
INSERT:						
111th Street: Racine to Bishop Halsted: 103rd to 115th						
Technical Assistance to Business Area and Economic Development Groups 07-2540						
7	.0140	Professional and Technical Services		2,665,000		2,700,000
INSERT:						
Asian American Small Business Association Park Manor Business Association						
						15,000 20,000

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 3 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF ECONOMIC DEVELOPMENT						
Business Development Loan Program - 07-2550						
8		STRIKE: \$172,600 of the funding for the Business Development Loan Program is to be derived from loan recapture funds. The remaining \$308,209 is to be derived from Urban Development Action Grant recapture funds. No expenditures will be made until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.				
		INSERT: \$172,600 of the funding for the Business Development Loan Program is to be derived from loan recapture funds. The remaining \$1,527,400 is to be derived from Urban Development Action Grant recapture funds. No expenditures will be made until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.				
	.9106	Loan Program		480,809		1,700,000
		Total		480,809		1,700,000
Industrial and Business Development Initiatives 07-2565						
9	.0140	Professional and Technical Services		781,804		982,597

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 4 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
OFFICE OF EMPLOYMENT AND TRAINING						
Jobs Training/Delegates - 13-2520						
12	.0140	Professional and Technical Services		1,012,919		1,302,919
INSERT:						
		Third Baptist Church Youth Organization				25,000
		Covenant Development Corporation				40,000
		Butler's Career Academy				75,000
		Basic Economic Neighborhood Development				75,000
		Bryant and Stratton College				75,000

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 5 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF PLANNING						
Planning Grants - 19-2510						
16	.0140	Professional and Technical Services		120,000		155,000
INSERT:						
		Bryant Development Center				35,000

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 6 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING 21-2005				
		Senior Citizens/Handicapped Home Maintenance - 21-2570				
30	.0140	Professional and Technical Services		1,729,996		1,789,996
		INSERT: Interfaith Organization				60,000

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 7 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF HEALTH - 41-1005						
Lead Paint Identification and Abatement 41-2555						
41	.0140	Professional and Technical Services		269,274		219,274

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 8 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT ON AGING AND DISABILITY						
Supportive Services for Elderly and Disabled - 47-3515						
53	0826	Principal Typist			1	14,220
	3828	Community Representative I			1	12,984
		Schedule Salary Adjustments		3,180		4,440
Assistance to Persons with Disabilities - 47-3520						
54	0428	Clerk I			1	11,220
		Schedule Salary Adjustments		4,965		5,529

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 9 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF HUMAN SERVICES						
Family and Youth Services 53-2520						
60	.0140	Professional and Technical Services		1,703,600		1,730,200
		Back of the Yards Neighborhood Council		23,400		35,000
INSERT:						
		Korean American Association of Chicago				15,000
		Youth Crime Prevention - 53-2560				
62	.0140	Professional and Technical Services		2,453,455		2,483,455
INSERT:						
		Crime Stoppers CD Patrol				30,000
		Drugs Eliminated Through Education and Resolve - 53-2565				
64	.0140	Professional and Technical Services		750,000		1,000,000
		Total		750,000		1,000,000

INSERT:

Proposed programmatic allocations and expenditures to be approved by the Budget Director prior to actual commitment of funds.

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 10 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF INSPECTIONAL SERVICES						
67-1005-2505						
Code Enforcement - 3505						
67	2157	Code Enforcement Inspector I	3	24,060	5	24,060
		Schedule Salary Adjustments		5,568		7,992
		Less Turnover		7,482		8,026

CORRECTIONS AND REVISIONS OF CDBG YEAR XV BUDGET RECOMMENDATIONS

Page 11 of 11

FUND: 382

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount

DEPARTMENT OF PUBLIC WORKS

73

Private N-F-P Facility Rehabilitation
and Historical Renovation - 83-2525

INSERT:

Basic Economic Neighborhood Development

50,000

(Continued from page 23459)

TO:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	100	15-2195	0100	\$1,500

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Legislative Reference Bureau during the year 1988.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Austin, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN
CITY COUNCIL COMMITTEE ON ZONING.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1988. This transfer will leave sufficient

unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1988 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2170	.0000	\$10,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contractural Services	100	15-2170	:0100	\$10,000.00

SECTION 2. The sole purpose of this transfer is to provide funds to meet necessary obligation of the City Council Committee on Zoning for the remainder of the year 1988.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

On motion of Alderman Austin, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

AMENDMENT OF 1988 ANNUAL APPROPRIATION ORDINANCE, AS
AMENDED, TO PROVIDE FOR TRANSFER OF FUNDS
NECESSARY FOR PAYMENT OF PRINCIPAL ON
GENERAL OBLIGATION TENDER NOTES,
SERIES B OF 1987.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending the 1988 Annual Appropriation Ordinance, as amended, by providing for the transfer of funds necessary for payment of the principal on General Obligation Tender Notes, Series B of 1987.

On motion of Alderman Austin, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Annual Appropriation Ordinance for the Year 1988, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

Exhibit "A" attached to this ordinance reads as follows:

*Exhibit "A".**Amendments To The 1988 Annual Appropriation Ordinance.*

Code	Item And Description	Strike Amount	Insert Amount
Fund 342 -- Library Buildings And Sites			
	342-99-2005 -- Finance General Other Operating Expenses		
.0955	Interest on Daily Tender Notes	\$711,700	\$611,700
.0961	For Payment of Term Notes		100,000
Fund 346 -- Library Maintenance And Operation			
	346-99-2005 -- Finance General Other Operating Expenses		
.0955	Interest on Daily Tender Notes	\$4,276,000	\$3,276,000
.0961	For Payment of Term Notes		1,000,000
Fund 395 -- Judgment Tax Fund			
	395-99-2005 -- Finance General Other Operating Expenses		
.0955	Interest on Daily Tender Notes	\$4,342,000	\$3,142,000
.0961	For Payment of Term Notes		1,200,000

Code	Item And Description	Amount	Amount
Fund 660 -- City Relief Fund			
660-99-2005 -- Finance General Other Operating Expenses			
.0955	Interest on Daily Tender Notes	\$2,029,152	\$1,479,152
.0961	For Payment of Term Notes		550,000

Re-Referred -- AMENDMENT OF 1989 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed ordinance amending the 1989 Annual Appropriation Ordinance, as amended, by transferring certain funds from Streets and Sanitation Refuse Collection to Finance General for Subsidy for Affordable Housing.

On motion of Alderman Henry, the said proposed ordinance was *Re-Referred to the Committee on the Budget and Government Operations*.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Gutierrez, the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Barry Lowe 4350 North Lowell Avenue Chicago, Illinois 60641	9/20/87 Towing Damage	\$216.45
Colonial Penn Insurance and Joyce Osoba Cl. W880022032WSL P.O. Box 58699 Philadelphia, Pennsylvania 19102-8699	1/31/88 Towing Damage	397.86
John E. Kilkenny 4237 West 83rd Street Chicago, Illinois 60652	3/6/88 5920 South Western Avenue	1,150.12

12/21/88

REPORTS OF COMMITTEES

23477

Name And Address	Date And Location	Amount
National Car Rental System, Incorporated Cl. 011H0770593T Minneapolis, Minnesota 55435	8/8/87 2010 West Lawrence Avenue	\$1,013.11
John M. Ryan 4752 South Lavergne Avenue Chicago, Illinois 60638	4/18/88 5031 South Cicero Avenue	900.00
Frank L. Gregory 5616 South Narragansett Avenue Chicago, Illinois 60638	6/7/88 2600 South Damen Avenue	600.00
Bernard H. Baum 1405 Lincoln Street Evanston, Illinois 60201	5/30/88 West Fullerton Avenue and North Cannon Drive	233.00
Roger Mayberry 4445 South Evans Avenue Apt. 602 Chicago, Illinois 60653	4/11/88 East 55th Street and South Cottage Grove Avenue	400.00
American Family Insurance and David S. Schuh Cl. 561-006988-0324 1501 Woodfield Road Suite 200W Schaumburg, Illinois 60195	6/4/88 1834 West Fullerton Avenue	119.03
Westfield Company and Rivard Brothers Cl. NR3457423 403 West Galena Boulevard P.O. Box 1523 Aurora, Illinois 60507-1523	6/3/88 North Racine Avenue and West Belmont Avenue	332.49
Hynda S. Burack 5828 North St. Louis Avenue Chicago, Illinois 60659	4/4/88 5828 North St. Louis Avenue	1,500.00
D. Brice 1753 West Wabansia Avenue Chicago, Illinois 60622	7/1/88 North Ashland Avenue and West Belmont Avenue	126.99

Name And Address	Date And Location	Amount
James M. Lucchesi 1503 West Diversey Avenue Chicago, Illinois 60614	8/15/88 3215 North Campbell Avenue	\$1,197.44
Kyle Sizemore 4610 West Patterson Avenue Chicago, Illinois 60641	8/7/88 4700 West Patterson Avenue	287.23
Stephanie A. Karamitsos 1452 West Chicago Avenue Chicago, Illinois 60622	7/12/88 3132 North Ashland Avenue	27.99
Vonnie J. Keyes 7615 South Hamilton Avenue Chicago, Illinois 60620	8/23/88 East 91st Street and South Prospect Avenue	132.96
Sari R. Mintz 425 West Briar Place Chicago, Illinois 60657	1/20/88 350 South Sacramento Boulevard	712.33
State Farm Insurance and Anthony Sipich Cl. 13-5151-863 7900 North Milwaukee Avenue Niles, Illinois 60648	6/15/88 West 16th Street and Clark Street	372.31
Frank J. Nowak 3418 West 53rd Place Chicago, Illinois 60632	9/6/88 2735 West 51st Street	100.56
Leonard Pawlowski 7862 West Seminole Avenue Chicago, Illinois 60613	9/22/88 4909 North Melvina Avenue	117.59
Frances R. Codd 6562 North Damen Avenue Chicago, Illinois 60645	8/9/88 2015 West Albion Avenue	289.00
Thomas J. Barron 527 North Washington Park Ridge, Illinois 60068	8/23/88 5661 West Jackson Boulevard	329.36

12/21/88

REPORTS OF COMMITTEES

23479

Name And Address	Date And Location	Amount
Montgomery Ward Insurance and Antoine Sterling Cl. 292791-081187 20060 Governors Drive Olympia Fields, Illinois 60461	8/11/87 3850 South Iron Street	\$249.76

Damage To Vehicle.

*Mayor's Office:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert Michael Magrady 531 South Scoville Avenue Oak Park, Illinois 60304	8/19/88 Oak Park Avenue and West Madison Street	\$203.40

Various License Refunds.

*Department Of Revenue:
Account Number 100-99-2005-0934-0934.*

Name And Address	License Number	Amount
Pong Cha Lee 1122 West Wilson Avenue Chicago, Illinois 60625	004526	\$80.00
Katherine L. Lindsey 7831 South Cornell Avenue Chicago, Illinois 60649	3297	75.00
Sladek's Sales 4344 -- 4346 West 51st Street Chicago, Illinois 60632	D3-686824	40.00

Damage To Vehicles.

*Department of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Allstate Insurance Company and Myron Lowery Cl12-3042-885 P.O. Box 1089 Morton Grove, Illinois 60053	4/20/88 848 North Hudson Avenue	\$919.05
Colonial Penn Insurance Company and Alexander Lezell Cl. W880006240-WS5 P.O. Box 58699 Philadelphia, Pennsylvania 19102-8699	1/11/88 Cottage Grove Avenue and South Chicago Avenue	630.22
Anthony E. Jackson 1111 East 152nd Street Dolton, Illinois 60419	12/3/87 Auto Pound 1	200.00
John L. Young 6039 South Indiana Avenue Chicago, Illinois 60637	9/8/88 6039 South Indiana Avenue	517.65

Damage To Vehicles.

12/21/88

REPORTS OF COMMITTEES

23481

*Department of Public Works:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Stevan Zuckerman 339 West Barry Avenue Apt. 25C Chicago, Illinois 60657	2/9/88 North Sheridan Road and East Wellington Avenue	\$383.00
Donald Zochowski 4817 South Keating Avenue Chicago, Illinois 60632	3/1/88 4817 South Keating Avenue	801.91

Damage To Property.

*Department of Forestry:
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Allstate Insurance Company and Alvin Miller C11839212345 2555 North Central Avenue Chicago, Illinois 60639	4/6/88 853 North Kedvale Avenue	\$592.30
Lorraine M. Harris 2845 North Rutherford Avenue Chicago, Illinois 60634	9/19/88 2845 North Rutherford Avenue	25.00

Damage To Property.

*Department of Public Works:
Account No. 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John Bysek 4701 South Avers Avenue Chicago, Illinois 60632	3/1/88 4701 South Avers Avenue	\$115.00
Mrs. M. Bakota 5232 South Kolin Avenue Chicago, Illinois 60632	3/1/88 5232 South Kolin Avenue	100.00
Jane Gazarek 5034 South Lawndale Avenue Chicago, Illinois 60632	6/1/87 5034 South Lawndale Avenue	260.00
Andrew Baldacci 5128 South Kolin Avenue Chicago, Illinois 60632	6/1/88 5128 South Kolin Avenue	217.07
Eleanor Smyk 4835 South La Crosse Avenue Chicago, Illinois 60638	3/1/88 4835 South La Crosse Avenue	150.00
Peter Kowalski 4759 South Karlov Avenue Chicago, Illinois 60632	9/7/88 4759 South Karlov Avenue	200.00

SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, December 19, 1988.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred March 30, 1988 and subsequent sundry claims for condominium refuse rebates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Gutierrez, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 23484 through 23485
of this Journal.]

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/21/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
ALDINE COURT CONDOMINIUM ASSN	27	SEMI-ANNUAL	947.00	BERNARD J. HANSEN	44
ASTOR-BANKS CONDOMINIUM ASSN.	12	SEMI-ANNUAL	450.00	EDWIN W.. EISENDRATH	43
AUSTIN MANOR CONDO ASSOC.	16	SEMI-ANNUAL	600.00	PATRICK J. LEVAR	45
BARCLAY CONDOMINIUM	86	SEMI-ANNUAL	1,470.00	TIMOTHY C. EVANS	04
BIRCH TREE MANOR #6 CONDOMIN-	18	ANNUAL	927.36	ROMAN FUCINSKI	41
BIRCH TREE MANOR CONDO ASSOC	18	SEMI-ANNUAL	646.00	ROMAN FUCINSKI	41
BIRCH TREE MANOR. CONDOMINIUM	18	SEMI-ANNUAL	644.00	ROMAN FUCINSKI	41
BRIDGEVIEW GARDENS CONDOMINIUM	12	SEMI-ANNUAL	295.00	ROMAN FUCINSKI	41
COURTYARD II CONDOMINIUM ASSN.	18	SEMI-ANNUAL	570.00	WILLIAM F. KRYSZYNIAK	23
DARIEN CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL	2,526.00	BERNARD J. HANSEN	44
EAST VIEW PARK CONDO. ASSN.	110	SEMI-ANNUAL	3,280.00	LAWRENCE S BLOOM	05
EDGEWOOD MANOR #1	11	SEMI-ANNUAL	368.04	ROMAN FUCINSKI	41
EDISON PARK PLACE CONDOMINIUM	24	SEMI-ANNUAL	683.10	ROMAN FUCINSKI	41
EDISON PARK VILLAGE CONDO.	8	SEMI-ANNUAL	204.90	ROMAN FUCINSKI	41
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL	856.98	ROMAN FUCINSKI	41
EVELYN LANE CONDOMINIUM	48	SEMI-ANNUAL	1,339.56	MARK J. FARY	12
FOREST TOWERS II	39	SEMI-ANNUAL	1,100.52	ROMAN FUCINSKI	41
FOUNTAIN PLACE CONDO ASSOC.	11	SEMI-ANNUAL	412.50	ROMAN FUCINSKI	41
FRIENDLY VILLAGE #4 CONDO	18	SEMI-ANNUAL	580.00	ROMAN FUCINSKI	41
FRIENDLY VILLAGE NUMBER TWO	18	SEMI-ANNUAL	400.00	ROMAN FUCINSKI	41
GROVE VENTURE CONDOMINIUM	10	ANNUAL	660.00	KEITH A. CALDWELL	08
HOWE COURT CONDOMINIUM ASSN.	17	SEMI-ANNUAL	486.00	EDWIN W.. EISENDRATH	43
INNISBROOK # 2 CONDO. ASSOC.	54	SEMI-ANNUAL	2,025.00	ROMAN FUCINSKI	41
INNISBROOK CONDO #3	54	SEMI-ANNUAL	2,025.00	ROMAN FUCINSKI	41
INNISBROOK CONDO ASSOC. #5	54	SEMI-ANNUAL	1,935.42	ROMAN FUCINSKI	41
INNISBROOK CONDO BLDG. #1	54	SEMI-ANNUAL	2,025.00	ROMAN FUCINSKI	41
IRVING PARK TERRACE CONDO.	44	SEMI-ANNUAL	1,068.00	THOMAS W. CULLERTON	38
KATHLEEN CONDOMINIUM	9	SEMI-ANNUAL	275.28	ROMAN FUCINSKI	41
KINGS RIDGE CONDOMINIUM	8	SEMI-ANNUAL	300.00	ROMAN FUCINSKI	41
LAFAYETTE PLAZA HOUSING COOP	196	ANNUAL	3,840.00	ALLAN STREETER	17
LAWRENCE PLACE CONDO ASSOC	24	SEMI-ANNUAL	675.82	ROMAN FUCINSKI	41
LINCOLN PARK PLAZA CONDOMINIUM	26	SEMI-ANNUAL	975.00	EDWIN W.. EISENDRATH	43
MANOR HOUSE CONDOMINIUM ASSN.	16	SEMI-ANNUAL	423.00	KATHY OSTERMAN	48
MARGATE TERRACE CONDO ASSN.	38	SEMI-ANNUAL	570.00	KATHY OSTERMAN	48
MAUSARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL	900.00	ROMAN FUCINSKI	41
MIDWAY VIEW APARTMENTS	20	SEMI-ANNUAL	450.00	LAWRENCE S BLOOM	05
NEWFORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL	2,962.00	TIMOTHY C. EVANS	04
NIAGARA NORTH CONDO ASSOC.	20	SEMI-ANNUAL	750.00	ROMAN FUCINSKI	41
NORMANDY CONDOMINIUM	24	SEMI-ANNUAL	900.00	ROMAN FUCINSKI	41
NORWOOD COURT INC	36	SEMI-ANNUAL	1,350.00	ROMAN FUCINSKI	41
NORWOOD PLACE CONDOMINIUM ASSN	9	SEMI-ANNUAL	324.00	ROMAN FUCINSKI	41
NORWOOD POINT CONDO. ASSOC.	21	ANNUAL	1,050.00	ROMAN FUCINSKI	41
PARKER II CONDOMINIUM ASSOC.	12	SEMI-ANNUAL	312.00	ROMAN FUCINSKI	41
FARKWAY CIRCLE CONDO ASSOC.	50	SEMI-ANNUAL	1,451.89	ROMAN FUCINSKI	41
PIONEER COOPERATIVE, INC.	21	ANNUAL	1,318.30	TIMOTHY C. EVANS	04

C I T Y O F C H I C A G O
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/21/88

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
POINT EAST CONDOMINIUM	50	SEMI-ANNUAL	1,710.00	ROMAN FUCINSKI	41
FRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL	300.00	TIMOTHY C. EVANS	04
PUEBLO COMMONS CONDO. ASSN.	208	SEMI-ANNUAL	4,062.00	ROMAN FUCINSKI	41
RITCHIE TOWER CONDOMINIUM	108	SEMI-ANNUAL	2,405.00	EDWIN W.. EISENDRATH	43
SHAKESPEARE BUILDING CORP.	25	ANNUAL	1,833.00	EDWIN W.. EISENDRATH	43
THE 1143 SOUTH FLYMOUTH COURT	75	SEMI-ANNUAL	1,343.28	FRED B. ROTI	01
VEDADO CONDOMINIUM ASSOCIATION	27	ANNUAL	1,491.60	EDWIN W.. EISENDRATH	43
100 E. WALTON CONDO ASSOC.	248	SEMI-ANNUAL	3,198.00	KURTON F. NATARUS	42
1219 AND 1220 CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
1255 STATE PARKWAY CONDOMINIUM	64	SEMI-ANNUAL	2,236.80	EDWIN W.. EISENDRATH	43
1260 ASTOR STREET BUILDING	14	SEMI-ANNUAL	525.00	KURTON F. NATARUS	42
1310-1312 E. 54TH STREET CONDO	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
1400 STATE PARKWAY CONDOMINIUM	96	SEMI-ANNUAL	1,380.00	EDWIN W.. EISENDRATH	43
1500 LAKE SHORE DRIVE BUILDING	57	SEMI-ANNUAL	2,137.50	EDWIN W.. EISENDRATH	43
2016 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL	262.50	EDWIN W.. EISENDRATH	43
2051-61. EAST 72ND ST.	18	ANNUAL	741.00	LAWRENCE S BLOOD	05
233 E. WALTON BLDG. CORP.	20	SEMI-ANNUAL	600.00	ROMAN FUCINSKI	41
2728 W. 87TH STREET CONDO	15	ANNUAL	853.20	KURTON F. NATARUS	42
4236 N. KEDVALE CONDO. ASSN.	12	SEMI-ANNUAL	264.00	ROBERT T. KELLAM	18
4635-37 N. PAULINA CONDO.	10	ANNUAL	540.00	PATRICK J. LEVAR	45
4650 N. HERMITAGE CONDO. ASSN.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
5125-31 SOUTH GREENWOOD CONDO.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
5147-51 N. EAST RIVER ROAD	9	ANNUAL	675.00	TIMOTHY C. EVANS	04
5155/59 N. EAST RIVER RD.	72	SEMI-ANNUAL	2,700.00	ROMAN FUCINSKI	41
515 WRIGHTWOOD CONDO ASSOC.	78	SEMI-ANNUAL	1,344.60	EDWIN W.. EISENDRATH	43
5223-25 S. DORCHESTER CONDOMIN-	72	SEMI-ANNUAL	2,700.00	ROMAN FUCINSKI	41
5235 WEST LELAND CONDOMINIUM	7	SEMI-ANNUAL	262.50	TIMOTHY C. EVANS	04
5515-17 SOUTH HYDE PARK BLVD.	5	ANNUAL	187.50	PATRICK J. LEVAR	45
5950 O'NEILL CONDOMINIUM ASSN.	6	ANNUAL	450.00	LAWRENCE S BLOOD	05
6490 REGENCY CONDO ASSOC	12	SEMI-ANNUAL	450.00	ROMAN FUCINSKI	41
6714-15 S. CHAFFELL CONDO.	30	SEMI-ANNUAL	1,026.00	ROMAN FUCINSKI	41
6847-49 NORTH OLMSTED CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOD	05
714-15 WEBSTER CONDOMINIUMS	9	SEMI-ANNUAL	337.50	ROMAN FUCINSKI	41
7355 CONDOMINIUM ASSOCIATION	6	ANNUAL	450.00	EDWIN W.. EISENDRATH	43
7901-11 ELLIS CONDOMINIUM	47	SEMI-ANNUAL	742.00	LAWRENCE S BLOOD	05
8200-26 S. JEFFERY CONDO	18	SEMI-ANNUAL	540.00	KEITH A. CALDWELL	08
8435-39 W. BRYN MAWR CONDO	11	SEMI-ANNUAL	412.50	KEITH A. CALDWELL	08
844 W. FULLERTON LANDMARK	12	SEMI-ANNUAL	368.96	ROMAN FUCINSKI	41
899 S. FLYMOUTH COURT CONDO	5	ANNUAL	375.00	EDWIN W.. EISENDRATH	43
	250	SEMI-ANNUAL	2,398.56	FRED B. ROTI	01

COMMITTEE ON ECONOMIC DEVELOPMENT.

PROPERTY LOCATED AT 2010 WEST 59TH STREET APPROVED
FOR CLASS 6(B) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, December 21, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution introduced by Alderman Marlene Carter (15th), authorizing Class 6(b) tax incentives for the property located at 2010 West 59th Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and is used for manufacturing or industrial purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, wishes to induce industry to locate and expand in the City by offering financial incentives in form of property tax relief; and

WHEREAS, The Superior Building and Roofing Supply Company is the owner of the property commonly known as 2010 West 59th Street Chicago, Illinois (hereinafter referred to as the "subject property") and is engaged in substantial rehabilitation of the subject property with the expectation that said property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Numbers for the subject property are: 20-18-125-009, 010, 011, 012, 013, 014, 015, 016, 017, and 018; and

WHEREAS, The subject property is located within Chicago Enterprise Zone VI; and

WHEREAS, The subject property is used for industrial purposes (warehousing and shipping of construction materials) by Superior Building and Roofing Supply Company; and

WHEREAS, The Superior Building and Roofing Supply Company has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-Eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, as amended on October 1, 1984; and

WHEREAS, Substantial rehabilitation work is in progress and sums have been expended to this purpose; and

WHEREAS, This rehabilitation and use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the rehabilitation and utilization of the subject property will generate significant new revenues in the form of real estate and other tax revenues; now, therefore,

Be It Resolved, That we, the Acting Mayor and members of the City Council of the City of Chicago, hereby resolve that:

SECTION 1. The subject property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

SECTION 2. The City of Chicago, Illinois, hereby approves the classification of the subject property as Class 6(b) property pursuant to the Cook County Real Property Classification Ordinance, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers: 20-18-125-009, 010, 011, 012, 013, 014, 015, 016, 017, and 018; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage or as otherwise provided by law.

PROPERTY LOCATED AT 10601 SOUTH TORRENCE AVENUE
APPROVED FOR CLASS 6(b) TAX INCENTIVE
BENEFITS PURSUANT TO COOK COUNTY
REAL PROPERTY CLASSIFICATION
ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, December 21, 1988.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution introduced by Alderman Victor Vrdolyak (10th), authorizing Class 6(b) tax incentives for the property located at 10601 South Torrence Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 1, 1984, to provide certain real estate tax incentives to property owners who enhance and occupy property which is located within the City of Chicago and is used for manufacturing or industrial purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, wishes to induce industry to locate or expand within the City by offering financial incentives in the form of property tax relief; and

-- WHEREAS, Sun Machine Parts & Tooling, Inc., has acquired the property having the common street address of 10601 South Torrence Avenue in the City of Chicago, and has commenced to substantially reoccupy the abandoned subject property; and

WHEREAS, Sun Machine Parts & Tooling, Inc., purchased the subject property with the expectation that the said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Permanent Index Number for the subject property is 26-18- 100-018 (Vol. 301); and

WHEREAS, Sun Machine Parts & Tooling, Inc., through its agent, Chicago Forklift, Inc., has received from the Office of the Assessor of Cook County acknowledgment of receipt of a "Pre-eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance, as amended on October 1, 1984; and

WHEREAS, The building located on the subject property has been vacant well in excess of twenty-four (24) continuous months; and

WHEREAS, Sun Machine Parts & Tooling, Inc., is in the process of expending substantial sums in the reoccupation and rehabilitation efforts for the subject property; and

WHEREAS, The subject property is located in Chicago Enterprise Zone III; and

WHEREAS, The subject property is to be used for manufacturing purposes, namely the production of forklift equipment; and

WHEREAS, The use of the subject property will provide significant present and future, temporary and permanent, employment opportunities for the City of Chicago; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the reoccupancy of the subject property by Sun Machine Parts & Tooling, Inc., will generate significant new revenues to the City in the form of additional real estate and other tax revenues; now, therefore,

Be It Resolved, That we, the Acting Mayor and members of the City Council of the City of Chicago, hereby declare:

SECTION 1. The subject property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 26-18-100-018 (Vol. 301); and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

**COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.**

**PORTIONS OF SPECIFIED STREETS CLOSED TO
TRAFFIC FOR PARADES.**

The Committee on Special Events and Cultural Affairs submitted separate committee reports recommending that the City Council pass two proposed orders to close to traffic portions of specified streets for parades.

On motion on Alderman Madrzyk, the said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of West Madison Street.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Ronald Lawless and Austin Jaycees, 752 North Leamington Avenue, for the conduct of a parade for the period of Saturday, December 17, 1988, 12:00 noon, to 3:00 P.M., to prohibit vehicular and C.T.A. traffic over the portion of streets affected as provided by said order: Madison Street East from Austin Boulevard to Lavergne Avenue 5000 West.

Portion Of South Michigan Avenue.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Michael Scott, Deputy Director, Mayor's Office of Special Events, 703 City Hall, to close to traffic South Michigan Avenue from East Roosevelt Road to East Wacker Drive on Saturday, November 26, 1988, during the hours of 4:00 A.M. to 2:15 P.M. for the Christmas Parade (pre-event activities).

PARKING PROHIBITED ON PORTIONS OF SPECIFIED
STREETS IN CONJUNCTION WITH EDDIE
SCHWARTZ' FOOD DRIVE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, December 21, 1988.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs having had under consideration a communication signed by Alderman Fred B. Roti, 1st Ward (referred to your committee on December 7, 1988) to grant permission to Michael Scott to prohibit parking, begs leave to recommend that your Honorable Body *Pass* the proposed order, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Michael Scott, Director, Mayor's Office of Special Events, to prohibit parking on the following streets during the hours of 8:00 A.M. on Friday, December 16 and 8:00 A.M. on Saturday, December 17, 1988, in conjunction with Eddie Schwartz' Food Drive:

North Dearborn Street (both sides) between West Randolph Street and West Madison Street;

West Randolph Street (both sides) between North Clark Street and North Dearborn Street;

North Clark Street (both sides) between West Randolph Street and West Washington Street; and

West Washington Street (both sides) between North Clark Street and North Dearborn Street.

COMMITTEE ON STREETS AND ALLEYS.

AMENDMENT OF MUNICIPAL CODE CHAPTER 99 BY ADDING NEW SECTION 99-31.1 ESTABLISHING ADDITIONAL PENALTY PROVISIONS FOR ILLEGAL DUMPING OF WASTE FROM VEHICLES.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, December 15, 1988.

To the President and Members of the City Council:

Your Committee on Streets and Alleys having had an ordinance (referred on September 22, 1988) amending Chapter 99, Section 31 of the Municipal Code and inserting in its proper numerical sequence a new section to be known as 99-31.1, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Chapter 99, Section 31 of the Municipal Code of the City of Chicago is hereby amended by inserting in its proper numerical sequence a new section to be known as 99-31.1 and to read as follows:

99-31.1. No person owning or controlling any vehicle used for the carrying or transporting of any garbage, ashes, refuse, trash, rubbish, miscellaneous waste, or manure, shall dump, deposit or caused to be dumped, any garbage, ashes, refuse, trash, rubbish, miscellaneous waste, or manure on the public way.

(a) Any vehicle found dumping on the public way shall be subject to immediate tow and impoundment. Any person violating this provision of this chapter shall be fined not less than \$600 nor more than \$2,000 for the first offense. Second or subsequent offenses may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six months under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code (Ill. Rev. Stat. 1985, Ch. 24, par. 1-2-1.1) and under the provisions of the Illinois Code of Criminal Procedure (Ill. Rev. Stat. 1985, Chap. 38, par. 100-1, et seq.) in a separate proceeding, impoundment.

(b) Any cost or expenses incurred by the City in abating a nuisance may be recovered in an appropriate action instituted by the Corporation Counsel against any person violating this provision.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

ERECTION OF HONORARY STREET NAME SIGN ON PORTION
OF EAST ILLINOIS STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, December 15, 1988.

To the President and Members of the City Council:

Your Committee on Streets and Alleys having had an ordinance (referred on November 30, 1988) for a honorary street name sign, that part of upper level East Illinois Street between North Michigan Avenue and North Columbus Drive be given the honorary name of "NBC Plaza", begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That part of upper level East Illinois Street between North Michigan Avenue and North Columbus Drive is hereby given the honorary name of "NBC PLAZA".

SECTION 2. The design of the honorary street name sign and the location of each sign must be approved by the Commissioner of Public Works before installation.

SECTION 3. This ordinance shall be in force and effect from and after its passage.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The alderman named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and time specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>EISENDRATH</i> (43rd Ward)	North Park Avenue, at 1601 -- 9:00 A.M. to 9:00 P.M. -- Saturday through Sunday;

Alderman	Location, Distance And Time
<i>SCHULTER</i> (47th Ward)	West Patterson Avenue, at 1809 (approximately 50 feet) -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	West Winona Avenue (west side) opposite loading zone at 1744 West Winona Avenue -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Ways
<i>CARTER</i> (15th Ward)	South Western Avenue, in the 5600 block -- westerly;
<i>GARCIA</i> (22nd Ward)	South Kedvale Avenue, from West 31st Street to West 26th Street -- northerly;
	South Keeler Avenue, from West 26th Street to West 31st Street -- southerly;
	East-west alley between West 25th Street and West 26th Street, from South Troy Street to South Albany Avenue -- westerly;

Alderman

Public Ways

SCHULTER (47th Ward)North Claremont Avenue, in the 4100
block -- northerly.

Referred -- PROPOSED STUDY TO ESTABLISH ONE-WAY
TRAFFIC RESTRICTION ON PORTION OF WEST
LE MOYNE STREET.

Alderman Davis (29th Ward) presented a proposed order to conduct a study for the purpose of changing the movement of vehicular traffic from two-way to one-way (easterly) on that portion of West Le Moyne Street from North Central Avenue to North Long Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
-- INSTALLATION OF ONE HOUR PARKING METERS
ON PORTION OF WEST BERWYN AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "one hour parking" relative to the parking prohibition on West Berwyn Avenue (both sides) between North Harlem Avenue and the first alley east thereof, Monday through Saturday, 9:00 A.M. to 6:00 P.M. and inserting in lieu thereof "two hours parking", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT 6330
NORTH CLARK STREET.

Alderman Stone (50th Ward) presented a proposed order to remove two parking meters located in front of 6330 North Clark Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>FARY</i> (12th Ward)	West 36th Street, at 2802 (except for handicapped);
<i>SHEAHAN</i> for <i>KELLAM</i> (18th Ward)	South Richmond Street, at 8158 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Kolin Avenue, at 3011.(except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	West 49th Street (both sides) from South Cicero Avenue to the first alley east thereof; South Kildare Avenue, at 5150 (except for handicapped);
<i>HAGOPIAN</i> (30th Ward)	North Keating Avenue, at 1723 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Springfield Avenue, at 4620 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Campbell Avenue, at 5934 (except for handicapped);
<i>STONE</i> (50th Ward)	West Jarlath Street, at 3037 (except for handicapped).

Referred-- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF SOUTH RICHMOND STREET.

Alderman Fary (12th Ward) presented a proposed ordinance to prohibit parking of vehicles on South Richmond Street between West 47th and 48th Streets at all times, Saturday and Sunday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- RELOCATION OF PARKING PROHIBITION
TO 5951 WEST WAVELAND AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to relocate the parking prohibition presently in effect at 2954 North Spaulding Avenue to a new location at 5951 West Waveland Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF SOUTH MICHIGAN AVENUE.

Alderman Robinson (6th Ward) presented a proposed ordinance to amend a previously passed ordinance by discontinuing the parking prohibition on both sides of South Michigan Avenue in the 9300 block, from 8:00 A.M. to 10:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
LAURINO (39th Ward)	North Kenneth Avenue (both sides) in the 4800 block -- at all times;
NATARUS (42nd Ward)	West Burton Place (both sides) between North LaSalle Street and first alley west thereof -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH OAK PARK AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on June 12, 1985 (C.J. pp. 17844 -- 17845) by striking the words "South Oak Park Avenue (both sides) between West 56th Street and the first alley south of West Archer Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" relative to the residential permit parking zone on South Oak Park Avenue and inserting in lieu thereof "South Oak Park Avenue (west side) between West 56th Street and the first alley south of West Archer Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" and "South Oak Park Avenue (east side) between West 56th Street and the first alley south of West Archer Avenue -- 4:00 P.M. to 8:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT PARKING
ZONE NUMBER 132 ON PORTION OF NORTH
MOZART STREET.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend an ordinance passed on March 30, 1988 (C.J. pp. 11671 -- 11674) by discontinuing residential permit parking zone number 132 on both sides of North Mozart Street, from West Cullom Avenue to the first alley south of West Montrose Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
SERVICE DRIVE/DIAGONAL PARKING ON PORTION
OF WEST PENSACOLA AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend an ordinance passed on September 22, 1988 (C.J. pp. 17828 -- 17829) by striking the words "West Pensacola Avenue (north side) alongside 4301 -- 4323 North Milwaukee Avenue, from the first alley west thereof" relative to the service drive/diagonal parking on West Pensacola Avenue and inserting in lieu thereof "West Pensacola Avenue (south side) alongside 4301 -- 4325 North Milwaukee Avenue from North Milwaukee Avenue to the first alley west thereof", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
SPEED LIMITATION ON PORTION OF
WEST 55TH STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "West 55th Street, between South Cicero Avenue and South Central Avenue -- 35 miles per hour" relative to the speed limitation on portion of West 55th Street and inserting in lieu thereof the words "West 55th Street, between South Cicero Avenue and South Central Avenue -- 30 miles per hour, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

 CARTER (15th Ward)

South Western Avenue, at 5627 (in alleyway between South Western Avenue and South Claremont Avenue) -- at all times -- no exceptions;

Alderman	Location, Distance And Time
<i>NATARUS</i> (42nd Ward)	<p>North Hudson Avenue, at 727 (either side of and across driveway at North Hudson Avenue and West Huron Street) -- at all times -- no exceptions;</p> <p>West Huron Street, at 77 (from alley east to North Clark Street) -- at all times -- no exceptions;</p>
<i>ORR</i> (49th Ward)	<p>West Rosemont Avenue (south side) from the North Sheridan Road property line to a point 110 feet west thereof -- 8:30 A.M. to 4:30 P.M. -- Monday through Friday;</p> <p>West Rosemont Avenue, at 1546 -- at all times -- no exceptions.</p>

Referred -- INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>RUSH</i> (2nd Ward)	<p>South Lake Park Avenue and East 37th Street -- "One-Way Stop";</p> <p>South Michigan Avenue, at 4120 -- "Handicapped Permit Parking";</p>
<i>CALDWELL</i> (8th Ward)	<p>East 88th Street and South Clyde Avenue -- "Stop";</p>

Alderman	Location And Type Of Sign
<i>VRDOLYAK</i> (10th Ward)	East 104th Street and South Avenue J -- "Stop";
<i>CARTER</i> (15th Ward)	South Campbell Avenue and West 72nd Street -- "Stop";
<i>GUTIERREZ</i> (26th Ward)	West Cortland Street and North Campbell Avenue -- "Four-Way Stop"; North Fairfield Avenue and North Washtenaw Avenue (in the 900 blocks) -- "School Zone";
<i>LAURINO</i> (39th Ward)	North Kimball Avenue and West Catalpa Avenue -- "Stop";
<i>ORR</i> (49th Ward)	West Birchwood Avenue at North Seeley Avenue -- "Stop".

Referred -- PROPOSED STUDY REGARDING INSTALLATION OF
"TWO-WAY STOP" SIGN ON PORTION OF SOUTH
SPRINGFIELD AVENUE.

Alderman Sheahan for Alderman Kellam (18th Ward) presented a proposed order to conduct a study for the purpose of installing a "Two-Way Stop" sign in the 8400 block of South Springfield Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF "NO PARKING" SIGNS ON PORTION
OF NORTH LINCOLN AVENUE.

Alderman Schulter (47th Ward) presented a proposed order for the removal of "No Parking 7:00 A.M. to 9:00 A.M." signs located in the 3700 block of North Lincoln Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT ON
PORTION OF SOUTH CLAREMONT AVENUE.

Alderman Carter (15th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles in the 5600 through 5900 blocks of South Claremont Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eight proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
BANKS (36th Ward)	Oakfield West Condominium Association;
CULLERTON (38th Ward)	Portage Manor Condominium;
PUCINSKI (41st Ward)	Mr. Geroge M. Miller;
	Ms. Florence V. Schrunk;
EISENDRATH (43rd Ward)	455 West St. James Place Condominium Association;

Alderman

Claimant

SHILLER (46th Ward)4343 Clarendon Condominium
Association;*STONE* (50th Ward)Sherwood Castle Condominium
Association (2).

4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- GRANT OF PRIVILEGE TO HAROLD WASHINGTON
LIBRARY CENTER FOR CONSTRUCTION AND
MAINTENANCE OF MANHOLES AND
GREASE SEPARATOR.

A proposed ordinance to grant permission and authority to Harold Washington Library Center to construct, maintain and use four manholes and one grease separator adjacent to the property bounded by South State Street, South Plymouth Court, West Van Buren Street and West Congress Parkway, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPIES AT 72 WEST ADAMS STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Commonwealth Edison Company for the maintenance and use of three existing canopies

attached to the building or structure at 72 West Adams Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN RUSH (2nd Ward):

TRIBUTE TO LATE MR. MAX ROBINSON.

A proposed resolution reading as follows:

WHEREAS, Max Robinson, prominent television news correspondent died on December 20, 1988 at the Howard University Hospital in Washington, D.C.; and

WHEREAS, Max Robinson rose to prominence as the nation's first black network news anchor at ABC News; and

WHEREAS, Mr. Robinson's tenure in the broadcasting industry began in 1965 as a production trainee at a Washington, D.C., CBS affiliate, WTOP-TV; and

WHEREAS, Mr. Robinson quickly rose to anchor at WTOP-TV, before moving to ABC Network News in 1978, anchoring their nightly newscast in Chicago; and

WHEREAS, Mr. Robinson moved to co-anchor at WMAQ-TV in Chicago in 1984, staying there until 1986 when he became ill; and

WHEREAS, Max Robinson died of complications resulting from A.I.D.S.; and

WHEREAS, Max Robinson requested that his death be utilized as an occasion for emphasizing the importance of education about A.I.D.S.; now, therefore,

Be It Resolved, That Max Robinson is hereby memorialized as an outstanding journalist whose many contributions helped to make this city and country a better place to live and who even in death has recognized the importance of educating this nation, in particular, black Americans, about A.I.D.S.; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mr. Max Robinson.

Alderman Rush moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Rush, seconded by Aldermen Jones, Davis and T. Evans, the foregoing proposed resolution was *Adopted* unanimously by a rising vote.

Referred -- FIRE DEPARTMENT PARAMEDIC UNITS URGED TO
SUBMIT INCIDENT REPORTS TO CERTAIN
CITY OFFICIALS.

Also, a proposed ordinance urging the Chicago Fire Department paramedic units to submit incident reports to the Chairman of the Committee on Police, Fire and Municipal Institutions and the local area alderman, indicating the nature of all emergency calls and the date, arrival and departure times to and from the scene of the call, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN T. EVANS (4th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 1118 East 44th Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The building located at 1118 East 44th Street is declared a public nuisance and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman T. Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
EAST 55TH STREET FOR UNLOADING
OF TRAILERS.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Lee Caldwell, Director of Security at the University of Chicago, to close to traffic that part of East 55th Street between South Greenwood Avenue and South Ellis Avenue on Wednesday, January 11, 1989, for the unloading of four trailers containing an art shipment from New York, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN ROBINSON (6th Ward):

CONGRATULATIONS EXTENDED TO THE REVEREND AND MRS.
ELZIE YOUNG ON THEIR GOLDEN WEDDING
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Reverend and Mrs. Elzie Young have recently celebrated fifty golden years of wedded bliss; and

WHEREAS, Reverend Elzie Young is pastor of the New Progressive Baptist Church, 9406 South Perry, where he has ministered for over three decades; and

WHEREAS, Aristeon Young is employed with the Social Security Administration; and

WHEREAS, Both Aristeon and the Reverend Elzie Young work tirelessly in their community and celebrate this wonderful event with their many friends and neighbors; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of December, 1988, A.D., do hereby congratulate Reverend and Mrs. Elzie Young on their golden wedding anniversary, and extend to these fine citizens our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend and Mrs. Elzie Young.

Alderman Caldwell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Caldwell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN BEAVERS (7th Ward):

CONGRATULATIONS EXTENDED TO MRS. JOSEPHINE
TRAWCZYNSKI ON HER 90TH BIRTHDAY
CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Josephine Trawczynski was born Christmas eve, 1898, and is celebrating her 90th birthday this week; and

WHEREAS, Josephine Trawczynski was born in Poland, but moved to Chicago's great 7th Ward just after the turn of the century when she was three years of age and has lived here all of her life; and

WHEREAS, Mrs. Trawczynski, now a widow, was married for 25 years to Egnatius Trawczynski; their union has yielded six children, eight grandchildren, and eighteen great-grandchildren; and

WHEREAS, An active member of Saint Michael's Church for some six decades, Mrs. Josephine Trawczynski celebrates this joyful occasion with her family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of December, 1988, A.D., join in the celebration of Mrs. Josephine Trawczynski's 90th birthday, and extend to this fine citizen our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Josephine Trawczynski.

Alderman Beavers moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Beavers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MRS. FRIEDA MAE JORDAN.

A proposed resolution reading as follows:

WHEREAS, God in His infinite wisdom has called to her eternal reward Mrs. Frieda Mae Jordan, longtime political activist and concerned Chicagoan; and

WHEREAS, Mrs. Frieda Mae Jordan remained active in civic affairs even into her retirement years. She was a tireless member and contributor to her block club at 107th Street and Calumet Avenue; she was a longtime member of the Coalition of Black Trade Unionists and a lifelong member of the National Association for the Advancement of Colored People. In addition, Mrs. Jordan was a longtime member of the Harvey Memorial Community Church; and

WHEREAS, Many persons mourn the passing of their friend, Mrs. Frieda Mae Jordan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of December, 1988, A.D., do hereby express our sorrow on the passing of Mrs. Frieda Mae Jordan, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Frieda Mae Jordan.

Alderman Shaw moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred-- DEPARTMENT OF REVENUE AND DEPARTMENT
OF INSPECTIONAL SERVICES URGED TO STUDY
LICENSING OF LAUNDRY ROOMS LOCATED
WITHIN RESIDENTIAL BUILDINGS.

Also, a proposed resolution urging the Department of Revenue and the Department of Inspectional Services to study as an appropriate source of additional city revenue the licensing of laundry rooms located within residential buildings of more than eight dwelling units, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred-- PERMISSION TO CLOSE TO TRAFFIC 2900 BLOCK OF
EAST 96TH STREET FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to the Sacred Heart School to close to traffic the 2900 block of East 96th Street on all school days for school purposes, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred-- PLACEMENT OF ADVISORY REFERENDUM ON 1989
GENERAL ELECTION BALLOT REGARDING
INSURANCE REFORM.

A proposed resolution to place an advisory referendum on the general election ballot of April 4, 1989 regarding the "Insurance Reform Act of 1989" which would require insurance companies to base automobile insurance rates primarily on driving records, and would prohibit insurance companies from redlining certain geographical areas, et cetera, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- APPROVAL OF PLAT OF WINNECONNA RESUBDIVISION
ON PORTION OF SOUTH FIELDING AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Winneconna Resubdivision located on the east side of South Fielding Avenue between West Winneconna Parkway and West 79th Street, having a frontage of approximately 360 feet on the north side of West 79th Street for Langdon Neal, which was *Referred to the Committee on Streets and Alleys*.

Referred -- INSTALLATION OF ALLEY LIGHTS BEHIND PORTION
OF SOUTH YALE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to install alley lights behind the 7000 and 7100 blocks of South Yale Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN JONES (20th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26,
BY ADDING NEW SECTION 26-11.1 TO ESTABLISH
PAYMENT PROCEDURE FOR CONTRACTED
VENDORS.

A proposed ordinance, presented by Aldermen Jones, Garcia, Krystyniak, Rush, Tillman and Caldwell, to amend Chapter 26 of the Municipal Code by adding thereto a new section to be known as Section 26-11.1 which would assign to the purchasing agent the responsibility of

creating a payment procedure for all vendors contracted to do business with the city, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN KRYSZYNIAK (23rd Ward):

BEST WISHES EXTENDED TO MR. CLARENCE WAWRZYNIAK ON
HIS RETIREMENT FROM DRY STORAGE CORPORATION
AFTER 25 YEARS OF DEDICATED SERVICE.

A proposed resolution reading as follows:

WHEREAS, Clarence Wawrzyniak is retiring from the maintenance department of the Chicago Division of Dry Storage after 25 years of dedicated and excellent service; and

WHEREAS, Clarence Wawrzyniak and his wife, Loretta, have been married 41 years and during that entire time have lived at the same 23rd Ward address; and

– WHEREAS, Saint Richard's Parish is the base of the Wawrzyniaks; innumerable community activities, where they enjoy high visibility among their many friends; and

WHEREAS, Outstanding examples of the stability and strength of family life, Clarence and Loretta Wawrzyniak have one daughter and two grandsons. Clarence is a past V.F.W. Post Commander and now holds the office of Quarter Master; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of December, 1988, A.D., do hereby congratulate Clarence Wawrzyniak as he retires after 25 years of dedicated service to the Chicago Division of Dry Storage Corporation; and extend to this fine citizen and his family our very best wishes for continued happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Clarence Wawrzyniak.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6224 WEST 63RD STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Patrick Media Group, Incorporated for the erection of a sign/signboard at 6224 West 63rd Street for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 4558 WEST CERMAK ROAD.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Patrick Media Group, Incorporated for the erection of a sign/signboard at 4558 West Cermak Road for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- APPROVAL OF PLAT OF WICKER PARK ESTATES
RESUBDIVISION ON PORTION OF SPECIFIED
PUBLIC WAY.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of Wicker Park Estates located on the northwest corner of the intersection of North Damen Avenue and West Potomac Avenue, having a frontage of 97.0 feet along North Damen Avenue and 120.0 feet along West Potomac Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
2101 WEST CONCORD PLACE.

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 2101 West Concord Place, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN AUSTIN (34th Ward):

CONGRATULATIONS EXTENDED TO MRS. GAYLON GARNER AS
OUTSTANDING REPRESENTATIVE OF
TEACHING PROFESSION.

A proposed resolution reading as follows:

WHEREAS, Mrs. Gaylon Garner has developed an entire pre-school and kindergarten program which greatly benefits the multi-ethnic gifted children at Ralph H. Melcalfe Magnet School; and

WHEREAS, Mrs. Gaylon Garner has been a teacher of gifted kindergarteners at Melcalfe Magnet School, 12339 South Normal Avenue in this great City of Chicago, since its establishment in 1979, and in that time she has been widely recognized and awarded, including having received the 1984 Kate Maremont Foundation Dedicated Teacher Award and the Governor's Master Teacher Award; and

WHEREAS, Most recently Mrs. Gaylon Garner, a devoted wife and mother of two in addition to being a dedicated educator, was judged among "the best in the profession" of teaching and received an unusual cash award from a California foundation. She was selected for this award on the basis of instructional skills, leadership, and educational and professional development; and

WHEREAS, Mrs. Gaylon Garner is not only a towering representative of the teaching profession; she epitomizes the Chicago "I Will" Spirit of which the leaders of this great city are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago; gathered here this 21st day of December, 1988, A.D., do hereby honor and congratulate Mrs. Gaylon Garner as an outstanding example of the teaching profession, and offer her our extreme gratitude for the guidance and care which she has shown the young people in her charge during two decades of tireless devotion and resounding success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Gaylon Garner.

Alderman Austin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Austin, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- PERMISSION TO HOLD NEIGHBORHOOD YOUTH
FESTIVAL ON PORTION OF SOUTH
HALSTED STREET.

Also, a proposed order granting permission to Mr. Sylvester Washington to hold a neighborhood youth festival on South Halsted Street, from West 103rd Street to West 106th Street for the period extending August 23 through August 28, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN PUCINSKI (41st Ward) And OTHERS:

Referred -- ILLINOIS GENERAL ASSEMBLY AND GOVERNOR THOMPSON
URGED TO IDENTIFY POTENTIAL REVENUE SOURCES
AS ALTERNATIVE TO PROPERTY
TAX INCREASES.

A proposed resolution, presented by Aldermen Pucinski, Sheahan, Krystyniak, Banks, Laurino, O'Connor, Eisendrath, Levar and Osterman, urging the Illinois General Assembly and Governor James Thompson to identify potential revenue sources as an alternative to future property tax increases, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO MR. DONALD WRIGHT FOR
HIS EFFORTS AS MENTAL HEALTH ADVOCATE.

A proposed resolution reading as follows:

WHEREAS, The Lower North Mental Health Center has provided quality health care service to the residents of Cabrini Green and the surrounding near north side for over 30 years; and

WHEREAS, Mr. Donald Wright has been an active and vocal advocate for the Lower North Mental Health Center, and has served on its advisory board for over 18 years; and

WHEREAS, For over 13 years, Mr. Donald Wright has also helped to keep the Lower North Mental Health Center viable by serving as a delegate to the Community Mental Health Board of Chicago; now, therefore,

Be It Resolved, That the Acting Mayor, Eugene Sawyer and members of the City Council of the City of Chicago assembled in meeting do hereby honor and congratulate Mr. Donald Wright for all of his efforts as a mental health advocate, and for all that he has accomplished on behalf of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Donald Wright.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN MADRZYK (13th Ward):**

Referred -- COMMITTEE ON SPECIAL EVENTS AND CULTURAL
AFFAIRS REQUESTED TO HOLD HEARINGS ON
ALLOCATIONS OF SPECIFIED
TAX FUNDS.

A proposed resolution requesting the City Council Committee on Special Events and Cultural Affairs to hold hearings on the allocation of funds received as a result of revenue collected from the Hotel Operators' Occupation Tax Act, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 36,
SECTION 36-30 BY REQUIRING CITY COUNCIL
APPROVAL FOR POSTING OF SPECIFIED
NOTICES ON LIGHT POLES,
ET CETERA.

A proposed ordinance to amend Municipal Code Chapter 36, Section 36-30 by requiring City Council approval in addition to a permit from the Commissioner of Streets and Sanitation prior to the posting, sticking, stamping, tacking, painting or fixing of any notice, poster or hanging advertisement ("banner") to or upon any part of the public way, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANT OF PRIVILEGE TO RESCORP DEVELOPMENT,
INCORPORATED FOR CONSTRUCTION AND
MAINTENANCE OF TIE-BACKS.

A proposed ordinance to grant permission and authority to Rescorp Development, Incorporated, to construct, maintain and use fifteen tie-backs in the public way to hold sheeting in place adjacent to 2960 North Lake Shore Drive, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPIES AT 3330 -- 3336 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Clark Street Properties for the maintenance and use of five existing canopies attached to the building or structure at 3330 -- 3336 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred--ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPIES AT 3941 NORTH SHERIDAN ROAD.

A proposed order directing the Commissioner of General Services to issue a permit to La Moda Sport for the maintenance and use of two existing canopies attached to the building or structure at 3941 North Sheridan Road, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SCHULTER (47th Ward) And OTHERS:

Referred--VARIOUS CITY DEPARTMENTS URGED TO INVESTIGATE
UNFRANCHISED CABLE COMPANIES' USE OF
PUBLIC WAYS.

A proposed resolution, presented by Aldermen Schuler, Natarus, Eisendrath, Levar and Osterman, urging the Cable Administrator, the Corporation Counsel, the Department of Streets and Sanitation, and the Department of Public Works to investigate the unauthorized use of the public way by unfranchised and unlicensed cable companies, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN ORR (49th Ward):

Referred -- AUGUSTANA CENTER EXEMPTED FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt the Augustana Center from the physical barrier requirement pertaining to alley accessibility for its parking facility located at 7500 North Sheridan Road, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ET CETERA.*

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN GUTIERREZ (26th Ward):

- Saint Elizabeth's Hospital -- construction and renovation of a family practice satellite office and alterations to existing facility on the premises known as 1431 South Claremont Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Our Lady of Resurrection Medical Center -- installation of three elevators on the premises known as 5647 West Addison Street.

BY ALDERMAN EISENDRATH (43rd Ward):

Children's Memorial Hospital -- interior remodeling (Jones and Wilson Buildings) on the premises known as 2300 -- 2360 North Orchard Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

La Rabida Children's Hospital and Research Center, East 65th Street at Lake Michigan.

Lakeview Living Center, 7270 South South Shore Drive.

BY ALDERMAN HAGOPIAN for *ALDERMAN MELL* (33rd Ward):

Grace Convalescent Home, 2800 West Grace Street.

Saint Paul's House, 3831 North Mozart Street.

BY ALDERMAN BANKS (36th Ward):

Bethesda Home and Retirement Center, 2833 North Nordica Avenue.

Shriner's Hospital, 2211 North Oak Park Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Winfield Moody Health Center, 1276 North Clybourn Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN T. EVANS (4th Ward):

Lutheran School of Theology, various locations -- annual building inspection fees.

BY ALDERMAN BLOOM (5th Ward):

University of Chicago's B'nai B'rith Hillel Foundation, 5715 South Woodlawn Avenue -- bi-annual building inspection fee.

BY ALDERMAN BEAVERS (7th Ward):

Catholic Archdiocese of Chicago/Parish Cooperative in South Chicago, 8731 South Exchange Avenue -- annual building inspection fee.

Catholic Archdiocese of Chicago/Saint Bronislava Church, 8708 South Colfax Avenue -- annual building inspection fee.

BY ALDERMAN SOLIZ (25th Ward):

Schwab Rehabilitation Center, various locations -- sign inspection fee and annual fuel burning equipment inspection fee (2).

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital, various locations -- mechanical ventilation fee and fuel burning inspection fees and building inspection fee (3).

Historical Society, 1601 North Clark Street -- elevator inspection fees.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital and Medical Center, 2900 North Lake Shore Drive -- sign inspection fees, canopies and revolving door inspection fees (2).

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

Journal (December 14, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on December 14, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW CHAPTER
199 ENTITLED "HUMAN RIGHTS", REPEAL OF CHAPTERS
198.7A, 199A AND 199B AND AMENDMENT OF
CHAPTERS 21, 25.1 AND 198.7B.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Human Rights and Consumer Protection, deferred and published in the Journal of the Proceedings of December 7, 1988, pages 20651 through 20658, recommending that the City Council pass a proposed ordinance amending the Municipal Code of Chicago by the addition of a new Chapter 199 entitled "Human Rights", repeal of Chapters 198.7A, 199A and 199B and amendment of Chapters 21, 25.1 and 198.7B.

Alderman Shaw presented the following proposed substitute ordinance:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 199, entitled "Human Rights," as follows:

199-1. It is the policy of the City of Chicago to assure that all persons within its jurisdiction shall have equal access to public services and shall be protected in the enjoyment of civil rights, and to promote mutual understanding and respect among all who live and work within this city.

The City Council of the City of Chicago hereby declares and affirms:

that prejudice, intolerance, bigotry and discrimination occasioned thereby threaten the rights and proper privileges of the city's inhabitants and menace the institutions and foundation of a free and democratic society; and

that behavior which denies equal treatment to any individual because of his or her race, color, sex, age, religion, disability, national origin, ancestry, marital status, parental status, military discharge status, or source of income undermines civil order and deprives persons of the benefits of a free and open society.

199-2. Whenever used in this chapter:

(a) "Age" means chronological age of not less than 40 years.

(b) "Credit transaction" means the grant, denial, extension or termination of credit to an individual.

(c) "Disability" means (i) a determinable physical or mental characteristic which may result from disease, injury, congenital condition of birth or functional disorder including, but not limited to, a determinable physical characteristic which necessitates a person's use of a guide, hearing or support dog; or (ii) the history of such a characteristic; or (iii) the perception of such a characteristic by the person complained against.

(d) "Employee" means an individual who is engaged to work in the City of Chicago for or under the direction and control of another for monetary or other valuable consideration.

(e) "Employment agency" means a person that undertakes to procure employees or opportunities to work for potential employees, either through interviews, referrals, advertising or any combination thereof.

(f) "Marital status" means the legal status of being single, married, divorced, separated or widowed.

(g) "Military discharge status" means the fact of discharge from military status and the reasons for such discharge.

(h) "Parental status" means the status of living with one or more dependent minor or disabled children.

(i) "Public accommodation" means a place, business establishment or agency that sells, leases, provides or offers any product, facility or service to the general public, regardless of ownership or operation (i) by a public body or agency; (ii) for or without regard to profit; or (iii) for a fee or not for a fee.

(j) "Religion" means all aspects of religious observance and practice, as well as belief, except that with respect to employers "religion" has the meaning ascribed to it in Section 199-5.

(l) "Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performances or creating an intimidating, hostile or offensive working environment.

(m) "Source of income" means the lawful manner by which an individual supports himself or herself and his or her dependents.

199-3. No person shall directly or indirectly discriminate against any individual in hiring, classification, grading, discharge, discipline, compensation or other terms or condition of employment because of the individuals race, color, sex, age, religion, disability, national origin, ancestry, marital status, parental status, military discharge

status or source of income. No employment agency shall directly or indirectly discriminate against any individual in classification, processing, referral, recommendation for employment because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, marital status, parental status, military discharge status, or source of income. The prohibitions contained in this paragraph shall not apply to any of the following:

(a) Use of individual's unfavorable discharge from military service as a valid employment criterion where (i) authorized by federal law or regulation; or (ii) where the affected position of employment involves the exercise of fiduciary responsibilities and the reasons for the dishonorable discharge relate to his or her fiduciary capacity.

(b) Hiring or selecting between individuals for bona fide qualifications.

(c) Giving preferential treatment to veterans and their relatives as required by federal or state law or regulation.

(d) Employment decisions of a bona fide religious society, association, organization or institution affecting the definition, promulgation or advancement of the mission, practices or beliefs of the society, association, organization or institution.

199-4. No employer, employee, agent of an employer, employment agency or labor organization shall engage in sexual harassment. An employer shall be liable for sexual harassment by nonemployees or nonmanagerial and nonsupervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

199-5. No employer shall:

(a) refuse to make all reasonable efforts to accommodate the religious beliefs, observances and practices of employees or prospective employees unless the employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

(b) refuse to permit an employee who takes time off from work in order to practice the employee's religious beliefs to exercise any of the following options: (i) to take a day of paid leave or vacation, where applicable under the employee's employment agreement; or (ii) to be excused from work without pay and without discipline or other penalty; or (iii) to elect to take the day off with pay in order to practice the employee's religious beliefs, and to make up the lost work time at a time and date consistent with the operational need of the employer's business. Any employee who elects such deferred work shall be compensated at his or her regular rate of pay, regardless of the time and date at which the work is made up. The employer may require that an employee who plans to exercise option (iii) of this subsection provide the employer with notice of the employee's intention to do so, no more than five days prior to the date of absence.

199-6. *No person shall discriminate against any individual in any aspect of a credit transaction or in any terms and conditions of bonding because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, marital status, parental status, military discharge status, or source of income.*

199-7. *No person that owns, leases, rents, operates, manages or in any manner controls a public accommodation shall withhold, deny, curtail, limit or discriminate concerning the full use of such public accommodation by any individual because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, marital status, parental status, military discharge status, or source of income. The prohibition contained in this section shall not apply to the following:*

(a) a private club or other establishment not in fact open to the public, except to the extent that the products, facilities or services thereof are made available to the general public or to the customers or patron's of another establishment that is a public accommodation.

(b) any facility, as to discrimination based on sex, which is distinctly private in nature, such as restrooms, shower rooms, bath houses, dressing rooms, health clubs.

(c) any facility as to discrimination based on sex, which restricts rental of rooms to individuals of one sex.

199-8. *No person shall retaliate against any individual because that individual in good faith has made a charge, testified, assisted or participated in an investigation, proceeding or hearing under this chapter.*

199-9. *The Chicago Commission of Human Relations shall receive and review charges of violations of this chapter, and shall prepare and provide necessary forms for such charges. The Commission shall refer charges to the Corporation Counsel for prosecution.*

199-10. *The provision of this chapter shall be liberally construed for the accomplishment of the purposes hereof. Nothing in this chapter shall be construed to limit rights granted under the laws of the State of Illinois or the United States.*

199-11. *Any person who violates any provision of this ordinance shall be fined not less than \$100 and not more than \$500 for each offense. Every day that a violation shall continue shall constitute a separate and distinct offense.*

SECTION 2. The Municipal Code of Chicago is hereby amended by deleting Chapters 198.7A, 199A and 199B in their entirety.

SECTION 3. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting the terms "race, color, sex, marital status, religion, national origin or ancestry" wherever they appear in said chapter and inserting in lieu thereof the terms "race, color,

sex, age, religion, disability, national origin, ancestry, marital status, parental status, military discharge status, or source of income."

SECTION 4. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting existing Section 198.7B-4 and inserting new Sections 198.7B-4 and 198.7B-4.1, as follows:

198.7B-4. Whenever used in this chapter, the terms "age," "religion," "disability," "marital status," "parental status," "military discharge status" and "source of income" shall have the same meanings as described in Chapter 199 of this code.

198.7B-4.1. No provision of this chapter shall be construed to prohibit any of the following:

(a) Restricting rental or sale of a housing accommodation to a person of a certain age group (1) when such housing accommodation is authorized, approved, financed or subsidized in whole or in part for the benefit of that age group by a unit of state, local or federal government; or (2) when the duly recorded initial declaration of a condominium or community association limits such housing accommodations to persons above the age of 50, provided that a person or the immediate family of a person owning or renting a unit in such housing accommodation prior to the recording of the initial declaration shall not be deemed to be in violation of the age restriction as long as the person or the person's immediate family continue to own or reside in the housing accommodation. (b) A religious organization, association or society, or any not-for-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held unconstitutional or otherwise invalid by any court, such invalidity shall not affect the remaining provisions or applications of this ordinance to any other person or circumstance.

SECTION 6. This ordinance shall take effect 30 days after its passage and publication.

Alderman Soliz moved to *Lay on the Table* the foregoing proposed substitute ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Huels, Fary, Burke, Langford, Garcia, Henry, Soliz, Gutierrez, Davis, Figueroa, Giles, O'Connor, Natarus, Eisendrath, Hansen, Shiller, Schulter, Osterman, Orr -- 26.

Nays -- Aldermen Roti, Shaw, Vrdolyak, Madrzyk, Streeter, Sheahan, Jones, Krystyniak, Smith, Hagopian, Austin, Banks, Laurino, Pucinski, Levar, Stone -- 16.

After debate, Alderman Natarus moved to *Pass* the "Human Rights" ordinance deferred and published by the City Council on December 12, 1988 and printed on pages 20651 through 20658 of the Journal of Proceedings of said date. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Caldwell, Huels, Fary, Burke, Carter, Langford, Garcia, Henry, Soliz, Gutierrez, Butler, Davis, Figueroa, Giles, O'Connor, Natarus, Eisendrath, Hansen, Shiller, Schulter, Osterman, Orr, Stone -- 28.

Nays -- Aldermen Roti, Beavers, Shaw, Vrdolyak, Madrzyk, Streeter, Sheahan, Jones, Krystyniak, Smith, Hagopian, Austin, Banks, Cullerton, Laurino, Pucinski, Levar -- 17.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 199, entitled "Human Rights," as follows:

- *199-1. It is the policy of the City of Chicago to assure that all persons within its jurisdiction shall have equal access to public services and shall be protected in the enjoyment of civil rights, and to promote mutual understanding and respect among all who live and work within this city.*

The City Council of the City of Chicago hereby declares and affirms:

that prejudice, intolerance, bigotry and discrimination occasioned thereby threaten the rights and proper privileges of the city's inhabitants and menace the institutions and foundation of a free and democratic society; and

that behavior which denies equal treatment to any individual because of his or her race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income undermines civil order and deprives persons of the benefits of a free and open society.

Nothing in this ordinance shall be construed as supporting or advocating any particular lifestyle or religious view. To the contrary, it is the intention of this ordinance that all persons be treated fairly and equally and it is the express intent of this ordinance to guarantee to all of our citizens fair and equal treatment under law.

199-2. Whenever used in this chapter:

- (a) "Age" means chronological age of not less than 40 years.
- (b) "Credit transaction" means the grant, denial, extension or termination of credit to an individual.
- (c) "Disability" means (i) a determinable physical or mental characteristic which may result from disease, injury, congenital condition of birth or functional disorder including, but not limited to, a determinable physical characteristic which necessitates a person's use of a guide, hearing or support dog; or (ii) the history of such a characteristic; or (iii) the perception of such a characteristic by the person complained against.
- (d) "Employee" means an individual who is engaged to work in the City of Chicago for or under the direction and control of another for monetary or other valuable consideration.
- (e) "Employment agency" means a person that undertakes to procure employees or opportunities to work for potential employees, either through interviews, referrals, advertising or any combination thereof.
- (f) "Marital status" means the legal status of being single, married, divorced, separated or widowed.
- (g) "Military discharge status" means the fact of discharge from military status and the reasons for such discharge.
- (h) "Parental status" means the status of living with one or more dependent minor or disabled children.
- (i) "Public accommodation" means a place, business establishment or agency that sells, leases, provides or offers any product, facility or service to the general public, regardless of ownership or operation (i) by a public body or agency; (ii) for or without regard to profit; or (iii) for a fee or not for a fee. An institution, club, association or other place of accommodation which has more than 400 members, and provides regular meal service and regularly receives payment for dues, fees, accommodations, facilities or services from or on behalf of non-members for the furtherance of trade or business shall be considered a place of public accommodation for purposes of this chapter.
- (j) "Religion" means all aspects of religious observance and practice, as well as belief, except that with respect to employers "religion" has the meaning ascribed to it in Section 199-5.
- (k) "Sexual orientation" means the actual or perceived state of heterosexuality, homosexuality or bisexuality.
- (l) "Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made

either explicitly or implicitly a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(m) "Source of income" means the lawful manner by which an individual supports himself or herself and his or her dependents.

199-3. No person shall directly or indirectly discriminate against any individual in hiring, classification, grading, discharge, discipline, compensation or other term or condition of employment because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. No employment agency shall directly or indirectly discriminate against any individual in classification, processing, referral or recommendation for employment because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income. The prohibitions contained in this paragraph shall not apply to any of the following:

(a) Use of an individual's unfavorable discharge from military service as a valid employment criterion where (i) authorized by federal law or regulation; or (ii) where the affected position of employment involves the exercise of fiduciary responsibilities and the reasons for the dishonorable discharge relate to his or her fiduciary capacity.

(b) Hiring or selecting between individuals for bona fide occupational qualifications.

(c) Giving preferential treatment to veterans and their relatives as required by federal or state law or regulation.

199-4. No employer, employee, agent of an employer, employment agency or labor organization shall engage in sexual harassment. An employer shall be liable for sexual harassment by nonemployees or nonmanagerial and nonsupervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

199-5. No employer shall refuse to make all reasonable efforts to accommodate the religious beliefs, observances and practices of employees or prospective employees unless the employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

Reasonable efforts to accommodate include, but are not limited to allowing an employee: (i) to take a day of paid leave or vacation, where applicable under the employee's employment agreement; or (ii) to be excused from work without pay and without discipline or other penalty; or (iii) to elect to take the day off with pay in order to

practice the employee's religious beliefs, and to make up the lost work time at a time and date consistent with the operational need of the employer's business. Any employee who elects such deferred work shall be compensated at his or her regular rate of pay, regardless of the time and date at which the work is made up. The employer may require that any employee who plans to exercise option (iii) of this subsection provide the employer with notice of the employee's intention to do so, no less than five days prior to the date of absence.

199-6. No person shall discriminate against any individual in any aspect of a credit transaction, or in any terms and conditions of bonding because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income.

199-7. No person that owns, leases, rents, operates, manages or in any manner controls a public accommodation shall withhold, deny, curtail, limit or discriminate concerning the full use of such public accommodation by any individual because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income. The prohibition contained in this section shall not apply to the following:

(a) a private club or other establishment not in fact open to the public, except to the extent that the products, facilities or services thereof are made available to the general public or to the customers or patrons of another establishment that is a public accommodation.

(b) any facility, as to discrimination based on sex, which is distinctly private in nature, such as restrooms, shower rooms, bath houses, dressing rooms, health clubs.

(c) any facility, as to discrimination based on sex, which restricts rental of residential or sleeping rooms to individuals of one sex.

(d) any educational institution, as to discrimination based on sex, which restricts enrollment of students to individuals of one sex.

199-8. Nothing in this chapter shall apply to decisions of a religious society, association, organization or institution affecting the definition, promulgating or advancement of the mission, practices or beliefs of the society, association, organization or institution.

199-9. The Chicago Commission on Human Relations shall receive and review charges of violations of this chapter, and shall prepare and provide necessary forms for such charges. The Commission shall refer charges to the Corporation Counsel for prosecution.

199-10. No person shall retaliate against any individual because that individual in good faith has made a charge, testified, assisted or participated in an investigation, proceeding or hearing under this chapter.

199-11. *The provision of this chapter shall be liberally construed for the accomplishment of the purpose hereof. Nothing in this chapter shall be construed to limit rights granted under the laws of the State of Illinois or the United States.*

199-12. *Any person who violates any provision of this ordinance shall be fined not less than \$100 and not more than \$500 for each offense. Every day that a violation shall continue shall constitute a separate and distinct offense.*

SECTION 2. The Municipal Code of Chicago is hereby amended by deleting Chapters 198.7A, 199A and 199B in their entirety.

SECTION 3. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting the terms "race, color, sex, marital status, religion, national origin or ancestry" wherever they appear in said chapter, and inserting in lieu thereof the terms "race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income."

SECTION 4. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting existing Section 198.7B-4 and inserting new Sections 198.7B-4 and 198.7B-4.1, as follows:

198.7B-4. *Wherever used in this chapter, the terms "age", "religion", "disability", "sexual orientation", "marital status", "parental status", "military discharge status", and "source of income" shall have the same meanings as described in Chapter 199 of this code.*

198.7B-4.1. *No provision of this chapter shall be construed to prohibit any of the following:*

(a) *Restricting rental or sale of a housing accommodation to a person of a certain age group (1) when such housing accommodation is authorized, approved, financed or subsidized in whole or in part for the benefit of that age group by a unit of state, local or federal government; or (2) when the duly recorded initial declaration of a condominium or community association limits such housing accommodations to persons above the age of 50, provided that a person or the immediate family of a person owning or renting a unit in such housing accommodation prior to the recording of the initial declaration shall not be deemed to be in violation of the age restriction as long as the person or the person's immediate family continue to own or reside in the housing accommodation.*

(b) *A religious organization, association or society, or any not-for-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin.*

(c) *Restricting the rental of rooms in a housing accommodation to persons of one sex.*

SECTION 5. Chapter 21, Sections 21-49, 21-50 and 21-52 of the Municipal Code of Chicago are hereby amended by deleting the terms "race, color, sex, creed, national origin or ancestry" and "race, sex, religion or ethnic origin", and by inserting in lieu thereof the terms *"race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in Chapter 199 of this code."*

SECTION 6. Chapter 21, Section 21-50 of the Municipal Code of Chicago, as amended, is hereby further amended by deleting the language bracketed and inserting the language in italics as follows:

21-50.

The commission shall advise and consult with the mayor and city council on all matters involving [racial, religious, sex, or ethnic] prejudice or discrimination *based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income* and recommend such legislative action as it may deem appropriate to effectuate the policy of this ordinance. The commission shall render an annual report to the mayor and city council which shall be published.

SECTION 7. Chapter 25.1, Section 25.1-7 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

25.1-7. No person shall discriminate against any employee or applicant because of [race, creed, color, sex or national origin.] *race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in Chapter 199 of this code.*

SECTION 8. If any provision of this ordinance or the application thereof to any person or circumstances is held unconstitutional or otherwise invalid by any court, such invalidity shall not affect the remaining provisions or applications of this ordinance to any other person or circumstances.

SECTION 9. This ordinance shall take effect 30 days after its passage and publication.

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A, VARIOUS
SECTIONS, BY ADDING LANGUAGE TO DEFINITION
OF "ACCESSORY BUILDING OR USE" AND
INSERTING NEW DEFINITION OF
EARTH STATION ANTENNAS.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of December 14, 1988, pages 21539 through 21542, recommending that the City Council pass a proposed substitute ordinance amending the Municipal Code of Chicago, various sections, by adding certain language to the definition of accessory building or use and by inserting a new definition of "earth station antennas".

Alderman Caldwell presented the following motion:

"I moved to amend the Zoning Ordinance Report deferred and published by the City Council on 12/14/88 and found on C.J. p. 21540 (et seq.) by deleting the language in brackets to read as follows:

[7.3-1 Permitted Uses -- R1 Single-Family Residence District.

- (16) Earth Station Antenna -- when accessory to a principal use and not exceeding (8) eight feet (2.4 meters) in diameter.]

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication."

On motion of Alderman Caldwell, the foregoing proposed amendment was *Adopted* by a viva voce vote.

Thereupon, Alderman Caldwell moved to *Pass* the said proposed substitute ordinance, as amended. The motion *Prevailed* by a viva voce vote.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 3.2 by adding language in italics to the definition of "Accessory Building or Use" and by inserting in its proper alphabetical sequence a new definition, "Earth Station Antenna", as follows:

3.2 Accessory Building, *Structure* or Use. An "accessory building, *structure* or use" is one which: . . .

An "accessory building, *structure* or use" includes but is not limited to the following: . . .

j. Earth Station Antennas.

"Earth Station Antenna" (Satellite Dish) -- an earth station antenna is a device or instrument, designed or used for the reception or the transmission of television or other electric communication signal broadcast or, relayed from a satellite. It may be a solid, open mesh, or bar configured structure, in the shape of a shallow dish or parabola.

SECTION 2. Chapter 194A of the Municipal Code of Chicago is hereby amended, by adding a new Section 5.11 in its proper numerical sequence, titled "Earth Station Antennas" by adding the language in italics as follows:

5.11 Earth Station Antennas.

(a) In any residence district, a (receive-only) earth station antenna up to (8) eight feet (2.4 meters) in diameter may be erected as an accessory use, subject to the following requirements:

No more than one ground-mounted, pole-mounted or roof-mounted antenna shall be permitted on each zoning lot, and said use shall comply with setback requirements of the underlying zoning district for accessory structures.

No earth station antenna shall be mounted in any required front yard in any residence districts.

All ground-mounted, pole-mounted antennas shall be located within the rear yard and must comply with all accessory use requirements.

Ground-mounted, pole-mounted accessory antennas shall not exceed (12) twelve feet in height above the established grade.

Roof-mounted, pole-mounted antennas may be erected on the roof of, or attached to the principal building to a maximum height of (12) twelve feet above the height of the building on which it is to be located.

A building permit shall be required for each earth station antenna installation.

(b) In any business, commercial, manufacturing or planned manufacturing district, an earth station antenna up to (8) eight feet (2.4 meters) in diameter may be erected, subject to the following requirements:

Roof-mounted, pole-mounted antennas may be erected to the roof or attached to a principal building, provided the maximum height of the installation does not exceed (16) sixteen feet above the height of the building on which it is to be located.

No earth station antenna shall be located or mounted in any required front yard in any business, commercial, manufacturing or planned manufacturing districts.

Said use shall comply with all set-back requirements of the underlying zoning district on which it is to be located.

A building permit shall be required for each earth station antenna installation.

SECTION 3. Chapter 194A of the Municipal Code of Chicago is hereby amended in Sections 5.6-3, 5.7-5, 7.3-1, 8.3-1, 9.3-1, 10.3-1 by adding the language in italics as follows:

5.6-3. Height of Accessory Buildings in Required Rear Yards. No detached accessory building or structure located in required rear yard shall exceed 15 feet in height. *Except that Earth Station Antenna shall not be greater than (12) twelve feet above the height of the building on which it is to be attached to or located.*

5.7-5. Permitted obstruction in required yards.

(3) In rear yards enclosed, attached or detached off-street parking spaces; open off-street parking spaces, accessory sheds; *Earth Station Antennas, not exceeding (8) eight feet (2.4 meters) in diameter; tool rooms; . . . feet.*

8.3-1. Permitted Uses B1-1 to B1-5 Local Retail Districts.

B. The following uses are permitted in the B1-1 to B1-5 districts inclusive: . . .

(15) Earth Station Antenna -- not exceeding (8) eight feet (2.4 meters) in diameter.

9.3-1. Permitted Uses -- C1-1 to C1-5 Restricted Commercial Districts.

B. The following uses are permitted in the C1-1 to C1-5 districts inclusive: . . .

(36) *Earth Station Antenna -- not exceeding (8) eight feet (2.4 meters) in diameter.*

10.3-1. Permitted Uses -- M1-1 to M1-5 Restricted Manufacturing Districts.

(21) *Earth Station Antenna -- not exceeding (8) eight feet (2.4 meters) in diameter.*

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A, VARIOUS
SECTIONS, CONCERNING SPECIAL AND PERMITTED
USES IN SPECIFIED DISTRICTS.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of December 14, 1988, pages 21542 through 21545, recommending that the City Council pass a proposed substitute ordinance amending the Municipal Code of Chicago Chapter 194A, various sections, concerning special and permitted uses in specified districts.

On motion of Alderman Caldwell, the said proposed substitute ordinance, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Chapter 194A of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Sections 7.4-1, 8.3-4, 8.4-1, 9.4-4, 10.3-1 and 10.4-1 by deleting the language in brackets and adding the language in italics as follows:

7.4-1. Special Uses -- R1 Single-Family Residence District.

(3.) Public Utilities and Public Service Uses, including: . . .

h. Radio towers, earth station antennas -- When proposed as a principal use of any size or diameter, television towers, telephone exchanges, micro-wave relay towers, and telephone transmission equipment buildings.

8.3-4. Permitted Uses -- B4-1 to B4-5 Restricted Service Districts.

B. The following uses are permitted in the B4-1 to B4-5 Districts inclusive . . .

(39) *Radio Towers, Television Towers, Telephone Exchanges, micro-wave relay towers, and telephone transmission equipment buildings.*

8.4-1 Special Uses -- B1-1 to B1-5 Local Retail Districts.

(11) Public Utility and Public Service Uses, including . . .

i. Radio Towers, earth station antenna exceeding eight (8) feet (2.4 meters) in diameter, television towers, telephone exchanges, microwave relay towers, and telephone transmission equipment buildings.

9.4-4 Special Uses -- C4 Motor Freight Terminal District.

(1.) Public Utility and Public Service Uses, including: . . .

g. *Radio towers, television towers, earth station antenna exceeding (8) eight feet (2.4 meters) in diameter, television towers, telephone exchanges, micro-wave relay towers, and telephone transmission equipment buildings.*

* * * * *

10.3-1 Permitted Uses -- M1-1 to M1-5 Restricted Manufacturing Districts.

(13) Public Utility and Public Service Uses, including: . . .

h. *Radio towers, television towers, telephone exchanges, micro-wave relay towers, and telephone transmission equipment buildings.*

* * * * *

10.4-1 Special Uses -- M1-1 to M1-5 Restricted Manufacturing Districts.

(16) *Earth Station Antenna exceeding (8) eight feet (2.4 meters) in diameter.*

SECTION 2. Chapter 194A of the Municipal Code of Chicago is hereby amended by repealing subsection 11.11-1(q) in its entirety.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 8-F
(As Amended).

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of December 14, 1988, pages 21545 through 21552, recommending that the City Council pass a proposed substitute ordinance, to amend the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 8-F.

On motion of Alderman Caldwell, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-F in the area bounded by

West 33rd Street; the west line of the Chicago and Western Iroquois Railroad Company (C.&W.I. R.R. Co.); the north line of West 35th Street; the east line of the Chicago and Western Iroquois Railroad Company (C.&W.I. R.R. Co.); West 33rd Street; South Shields Avenue; West 34th Street; South Wells Street; West 33rd Street; South Wentworth Avenue; a line 660.428 feet south of and parallel with West 35th Street; South Wells Street; a line 805.3 feet south of and parallel with West 35th Street; South Princeton Avenue; West 38th Street; the east line of the Chicago and Western Iroquois Railroad Company (C.&W.I. R.R. Co.); the center line of West 35th Street; and South Normal Avenue,

to the designation of a Stadium Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

*Stadium Planned Development**Statements.*

1. The area delineated herein as "Stadium Planned Development" is owned or controlled by the Illinois Sports Facilities Authority.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees, or grantees.
3. Use of land will consist of general stadium uses including spectator facilities for day and night events; lighting for night events; dining and picnic areas; vendor, concessionaire and catering facilities; retail sales, including sale of alcoholic beverages; public address and sound systems; ticket sales facilities; scoreboards with video replay capability, flashing lights and other animated displays; stadium suites, administrative offices; team and other service uses, including clubhouse, locker rooms and related facilities; storage; press facilities; radio and television communication facilities including earth station receiving dishes; parking and parking control facilities; and accessory uses.
4. Any dedication or vacation of streets or resubdivision of parcels shall require a separate submittal on behalf of the applicant and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Advertising and business signs are permitted subject to the provisions of the M1-2 Restricted Manufacturing District, provided that, except as otherwise restricted by federal law, a single, double-faced business sign, not exceeding eighty-five (85) feet in height and with a gross sign area not exceeding 1,200 square feet per side, may be located at the southwest corner of Wentworth Avenue and 35th Street, which business sign may contain electronic displays of a minimum duration as determined by the Commissioner of the Department of Planning and which, in consequence, shall not be construed to be either a flashing, animated or moving sign. Advertising signs are restricted to the interior of the stadium structure.
8. The restriction of any building or any appurtenance attached thereto shall be subject to:

- a. height limitations as certified on form FAA-117, or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law and approved by the City Council.

9. The information in the table attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Stadium Planned Development. The provisions of Article 10.5 through and including Article 10.11 of the Chicago Zoning Ordinance shall be applicable to this Stadium Planned Development, provided that:
 - a. post-events fireworks displays shall be limited to no more than sixteen (16) publicly-noticed occasions per year, no more than six (6) of which shall occur on weekday (including Sunday) evenings as distinct from week-end (Friday and Saturday) evenings; and
 - b. in-game fireworks displays shall be limited after sunset to fireworks which as a principal purpose serve to provide an aerial display in distinction to fireworks having a principal purpose of noise production.

10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning; as part of the Part II review process thereunder, screening, fencing and buffering, as well as a construction plan of operations shall be subject to the review and approval of the Commissioner of the Department of Planning. The construction plan of operations shall detail the applicant's plan for mitigating the impact of construction on adjoining properties, including the T. E. Brown Apartments and the Abbott elementary school, and shall address security for persons and property, staging of construction, control of construction noise, dirt and other environmental matters related to health and safety, and access to and from adjacent areas and the Stadium Planned Development for emergency vehicles. Prior to approving said plan, the Commissioner of the Department of Planning shall submit the plan for review and comment by the Chicago Board of Education, a representative of the T. E. Brown Apartments and the Chicago Plan Commission.

Planned Development Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Stadium Planned Development No. _____

Planned Development Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Use	Max. Floor Area Ratio	Max. % Of Land Coverage
3,475,252 square feet 79.78 acres	Stadium and related uses. See Statement No. 3	0.5	20 per cent

Net Site Area = 3,145,839 square feet (72.21 acres) plus rights of way to be vacated,
329,413 (7.56 acres) = 3,475,252 square feet (79.78 acres).

Gross Site Area = Net Site Area: 79.78 acres plus area to remain in public rights of
way: 6.5 acres = 86.28 acres.

Maximum permitted floor area ratio: 0.5

Minimum number of off-street parking spaces: 7,000

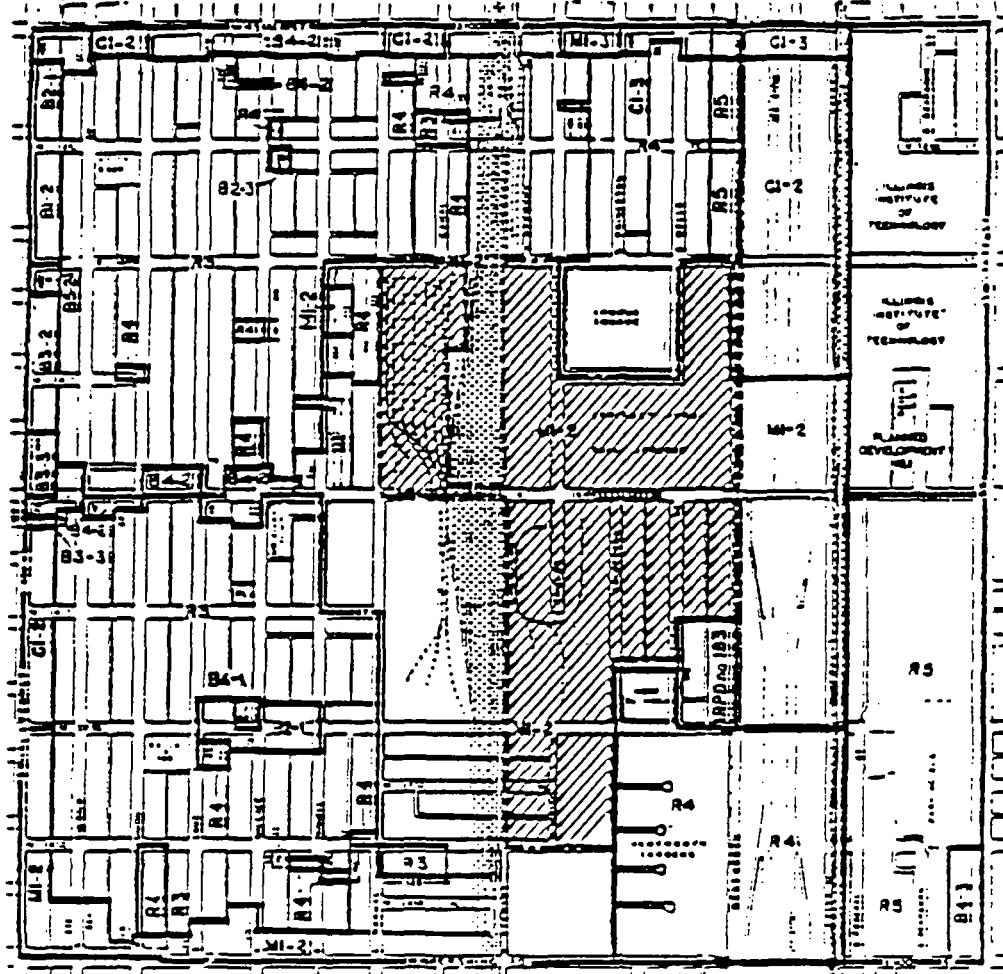
Maximum percentage of land covered: At Grade: 20 per cent

Minimum number of off-street loading docks: per M1-2 requirements

Minimum periphery setbacks: Principal Stadium Structure: 20 feet
Accessory Structures: none

[Generalized Land Use Plan, Property Line Map and Right-of-Way
Adjustments and Existing Zoning and Preferential
Street System printed on pages 23547
through 23549 of this Journal.]

STADIUM PLANNED DEVELOPMENT No. _____ GENERALIZED LAND USE PLAN



LEGEND

 STADIUM PLANNED DEVELOPMENT

 GENERAL LOCATION OF PEDESTRIAN BRIDGES

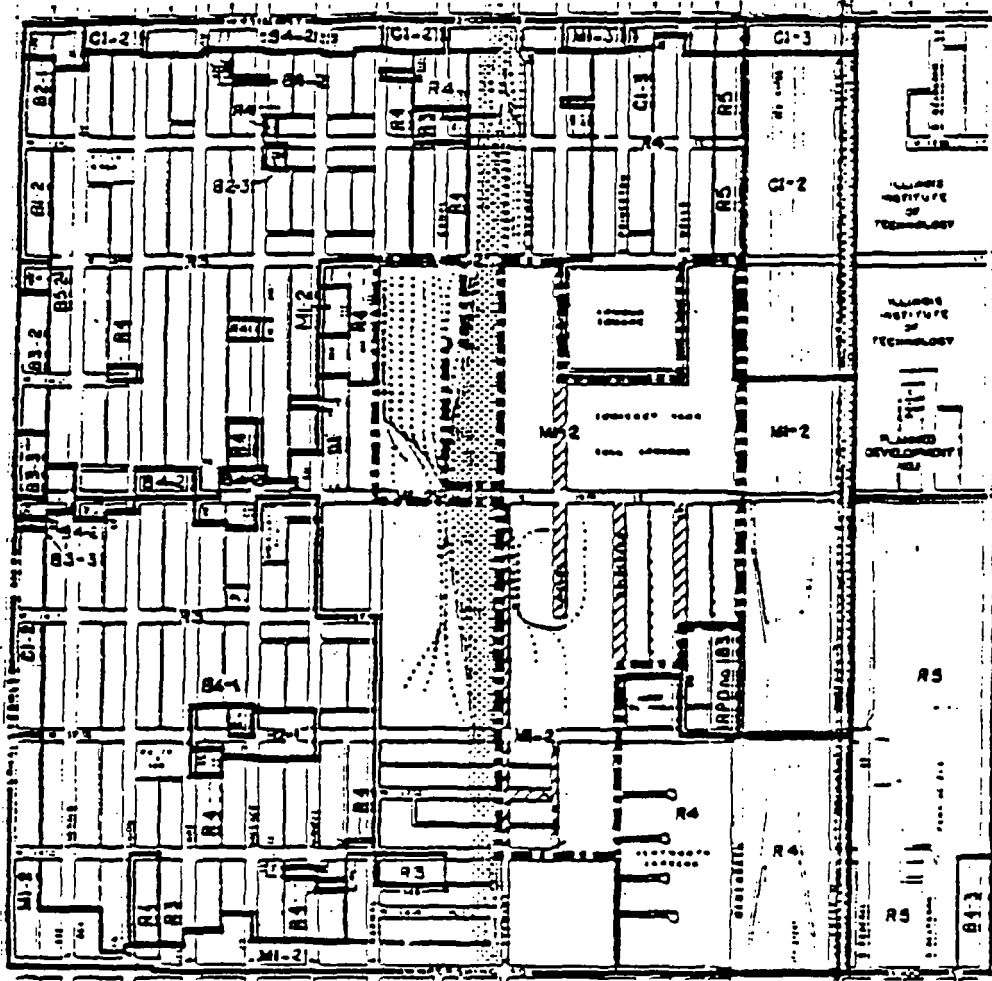


APPLICANT: ILLINOIS SPORTS FACILITIES AUTHORITY



DATE: OCTOBER 13, 1988

REVISED: DECEMBER 8, 1988

STADIUM PLANNED DEVELOPMENT No. _____ PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND

-  STADIUM PLANNED DEVELOPMENT BOUNDARY LINE
-  RIGHTS-OF-WAY TO BE VACATED

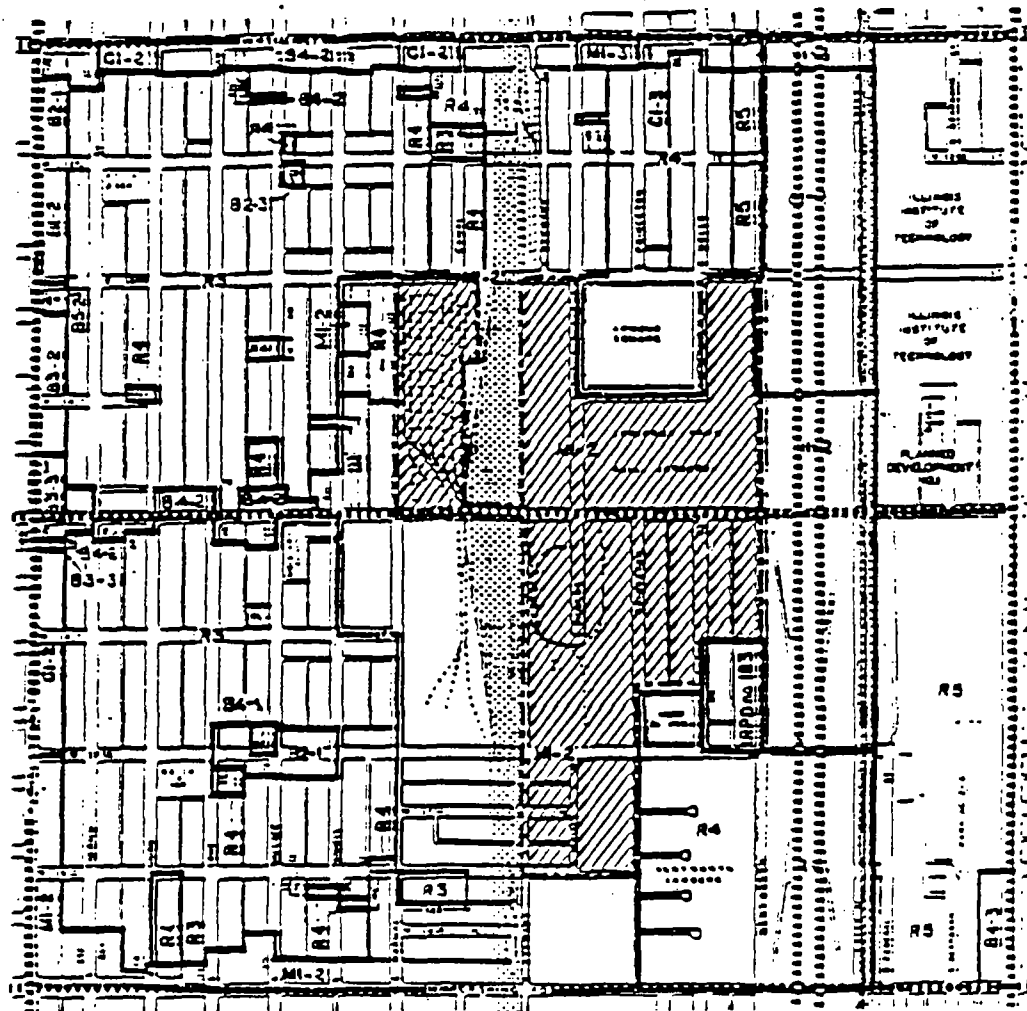


APPLICANT: ILLINOIS SPORTS FACILITIES AUTHORITY




DATE: OCTOBER 13, 1988

REVISED: DECEMBER 8, 1988

STADIUM PLANNED DEVELOPMENT No. _____ EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET SYSTEM
-  STADIUM PLANNED DEVELOPMENT



APPLICANT: ILLINOIS SPORTS FACILITIES AUTHORITY
 DATE: OCTOBER 13, 1988
 REVISED: DECEMBER 8, 1988

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREAS.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of December 14, 1988, pages 21549 and 21553 through 21601, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Caldwell, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 1-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-6 General Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by

East Erie Street; a line 212 feet east of and parallel to North St. Clair Street (or the alley next east of and parallel to North St. Clair Street); the alley next south of and parallel to East Erie Street; a line 118.50 feet east of and parallel to North St. Clair Street; East Ontario Street; North St. Clair Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Business Planned Development No. _____

Plan Of Development

Statements.

1. The land delineated herein as a "Business Planned Development" (The "Planned Development") is solely owned and controlled by:

American National Bank, as Trustee,
under Trust No. 64988,
Romanek Properties, Ltd., Agent
650 North St. Clair Place
Chicago, Illinois 60611

2. This Plan of Development, consisting of (9) statements; and existing zoning map; a boundary and property line map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein.
3. The permitted uses in the Planned Development are as follows: Business offices and related uses, ground floor retail and/or service establishments, restaurants with food and alcoholic beverage service, unenclosed or partially enclosed restaurants, adjacent to and operated in conjunction with enclosed restaurants, rooftop telecommunications and earth station receiving dishes and parking facilities for building tenants.
4. For purposes of calculating floor area ratio (F.A.R.) the definitions and provisions in the Chicago Zoning Ordinance shall apply, with the following exceptions:
 - a. In addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor space devoted to mechanical/electrical equipment or to heating, ventilation and air conditioning equipment and exceeding 4,000 square

feet in a single location, regardless of placement in the building, shall also be excluded.

5. Off-street parking and loading facilities will be provided in compliance with the Plan of Development and shall be subject to the review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.
6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Zoning. Temporary signs such as construction and marketing signs also are permitted.
7. The applicant shall secure the permission of and execute any agreements which may be required by the City of Chicago -- Department of Finance in connection with the projecting bay window shown on the architectural drawings which are a part of this submittal.
8. The applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.

Bulk and Use Chart attached to this Plan of Development reads as follows:

Business Planned Development No. _____, As Amended

Bulk And Use Chart.

Net Site Area Of Square Feet (Acres)	Land Use Permitted	Max. Floor Area Ratio	Max. % Site Coverage
28,710 (0.659)	Business offices and related uses, telecommunications and satellite receiving dishes, retail and service uses, and parking.	18.42	86%

Net Site Area Of Square Feet (Acres)	Land Use Permitted	Max. Floor Area Ratio	Max. % Site Coverage
---	-----------------------	--------------------------	----------------------------

Gross Site Area =	Net Site Area + Area remaining in public right-of-way.		
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33,383.00 (0.767)	28,710.00 + 4,673.00 square feet (0.659) (0.108) acres.		
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Ground floor	Retail not less than 10,000 square feet.		
--------------	---	--	--

Off-street parking: Minimum 55 cars.

Off-street loading: Minimum 5 loading berths.

Minimum perimeter setbacks at grade level	1. 8 feet 0 inches in the area between East Erie Street and East Ontario Street on St. Clair Street.
	2. 10 feet 0 inches in the area between the west lot line east of St. Clair Street and west of east lot-line on East Ontario Street and east lot line of Erie Street.

[Generalized Land Use Map, Property Line Map and Existing
Zoning Map printed on pages 23555 through
23557 of this Journal.]

*Reclassification Of Area Shown On Map No. 1-F
(As Amended).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

the line of West Huron Street; the line of North Sedgwick; the alley next south of and parallel to West Huron Street; and a line 120 feet west of and parallel to the line of North Sedgwick,

to those of a C3-5 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 1-G.

Be It Ordained by the City Council of the City of Chicago:

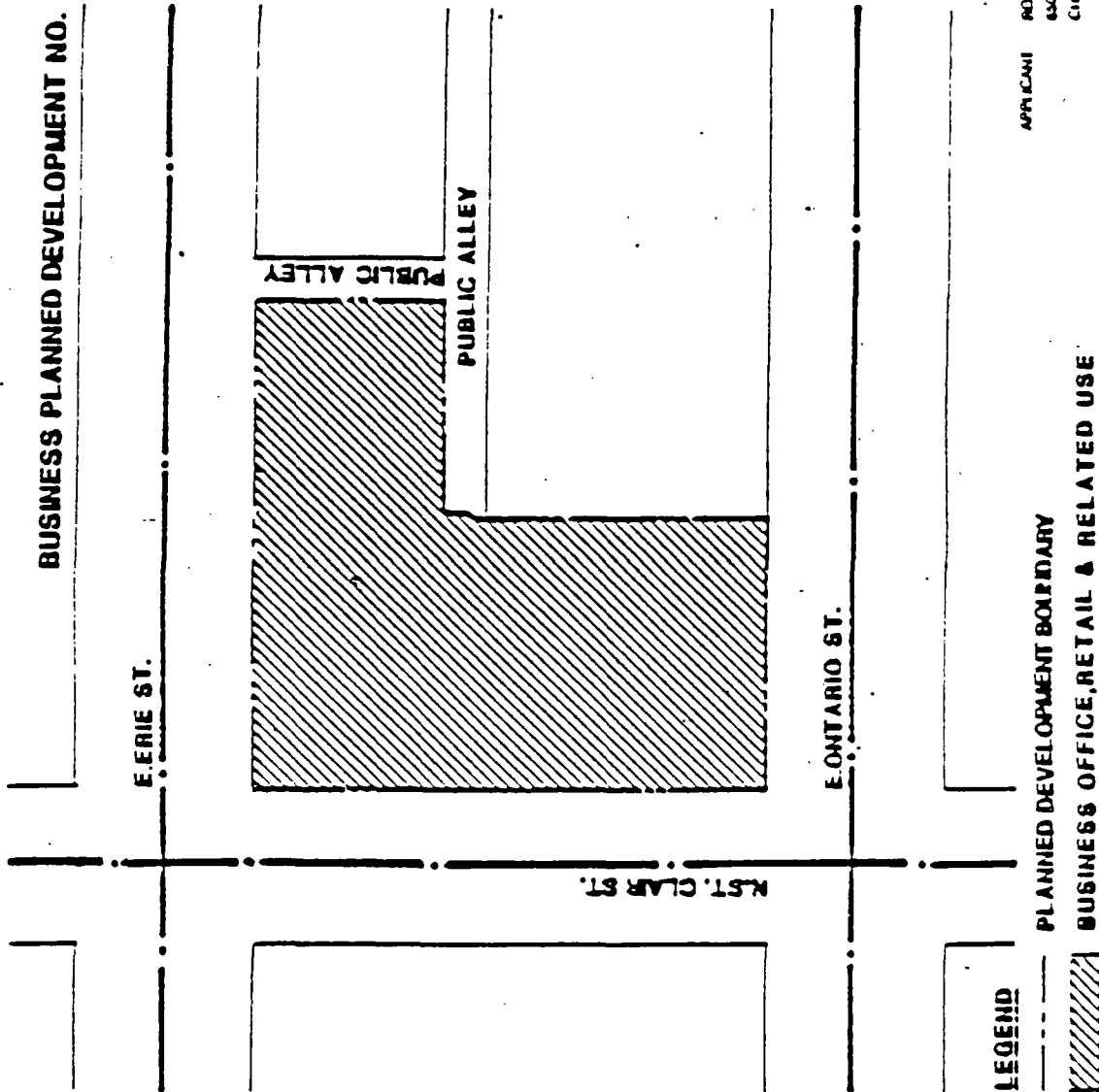
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-G in area bounded by

a line 51 feet south of and parallel to West Ohio Street; the alley next east of and parallel to North Noble Street; the alley next south of and parallel to West Ohio Street; North Noble Street,

to those of a B1-4 Local Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

GENERALIZED LAND USE MAP



BUSINESS PLANNED DEVELOPMENT NO.

E. ERIE ST.

PUBLIC ALLEY

PUBLIC ALLEY

N. ST. CLAIR ST.

E. ONTARIO ST.



NORTH

LEGEND

PLANNED DEVELOPMENT BOUNDARY

BUSINESS OFFICE, RETAIL & RELATED USE

APPLICANT

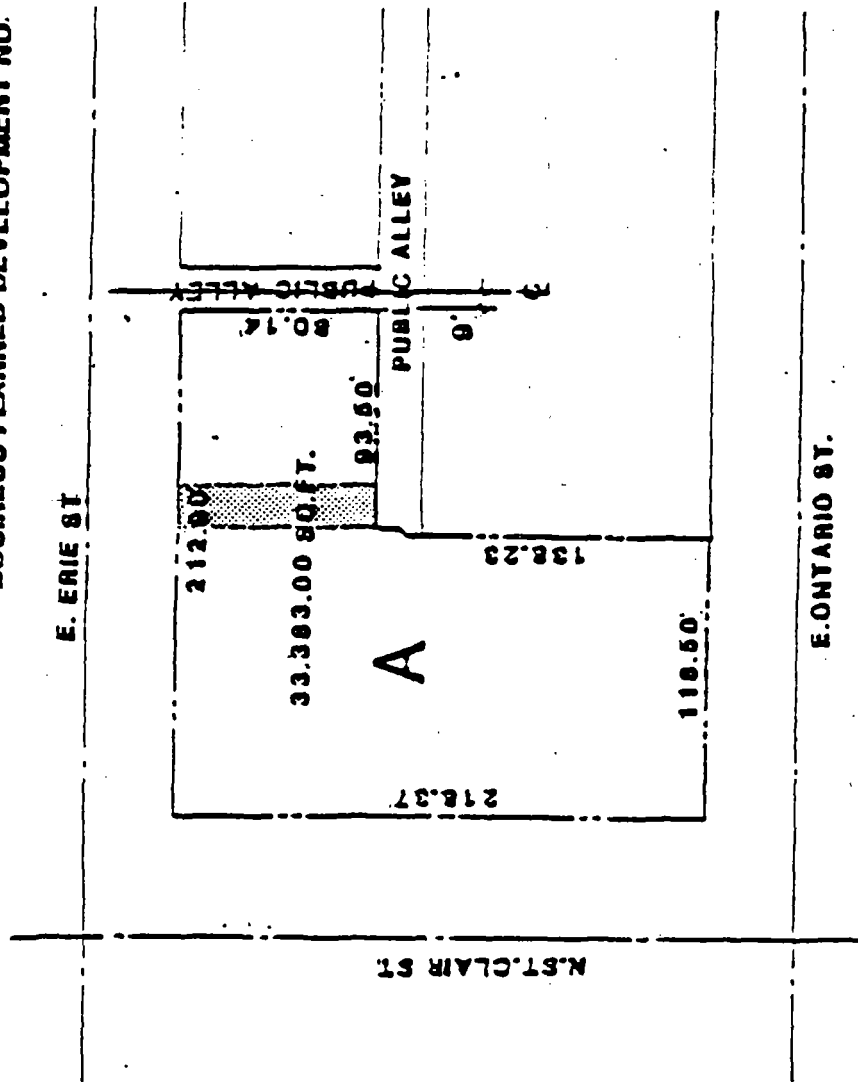
ROMANER PROPERTIES LTD
630 North St. Clair Street
CHICAGO, ILLINOIS 60611

DATE

OCTOBER 16, 1988

PROPERTY LINE MAP

BUSINESS PLANNED DEVELOPMENT NO.



NORTH

LEGEND

--- PLANNED DEVELOPMENT BOUNDARY

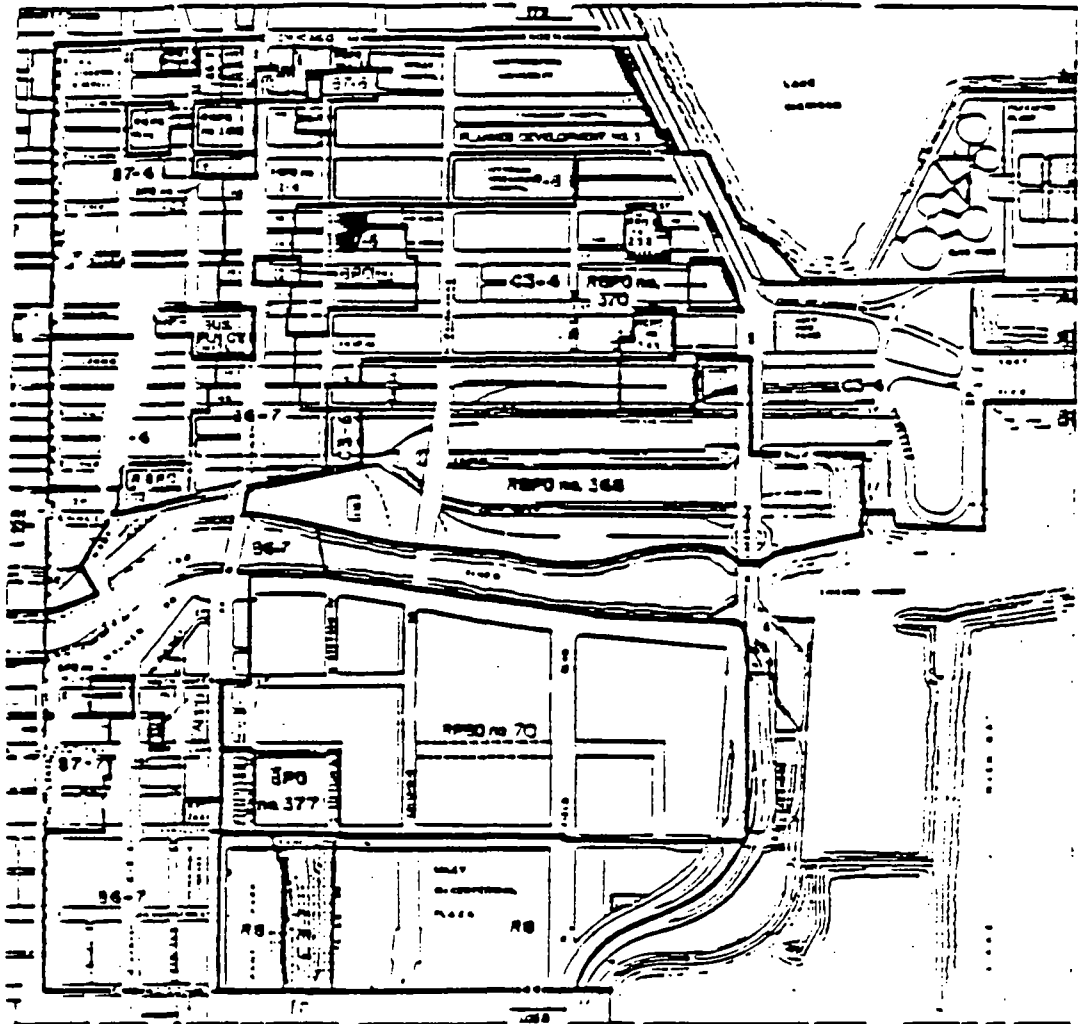
[SHADING] ALLEY VACATED BY ORDINANCE DATED: SEPT. 11 1985

APPLICANT: ROMANER PROPERTIES LTD
 650 North St. Clair Street
 CHICAGO ILLINOIS 60611

DATE: OCTOBER 14 1988

BUSINESS PLANNED DEVELOPMENT NO.

EXISTING ZONING MAP



■ SUBJECT SITE
— ZONING BOUNDARIES

APPLICANT: ROMANEX PROPERTIES, LTD.
ADDRESS : 650 NORTH ST CLAIR
 CHICAGO, ILLINOIS 60611
DATE : OCTOBER 14, 1988

Reclassification Of Area Shown On Map No. 2-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by

West Adams Street; South Clinton Street; West Quincy Street; and South Jefferson Street,

to those of a C3-6 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 3-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-4 General Commercial District symbols and indications as shown on Map No. 3-F in area bounded by

a line 50.01 feet north of and approximately parallel to West Delaware Place; North Clark Street; West Delaware Place; and the alley next west of North Clark Street,

to those of an R6 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 3-F
(As Amended).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-4 General Commercial and R6 General Residential District symbols and indications as shown on Map No. 3-F in the area bounded by

West Oak Street; North Clark Street; a line 302.105 feet south of and approximately parallel to West Oak Street; the alley next west of North Clark Street; a line 168 feet south of and approximately parallel to West Oak Street; a line beginning at a point 168 feet south of West Oak Street and 148 feet east of North LaSalle Street and ending at a point 164.055 feet south of West Oak Street and 121.32 feet east of North LaSalle Street; a line 122.32 feet east of and approximately parallel to North LaSalle Street; a line 133.04 feet south of and approximately parallel to West Oak Street; and North LaSalle Street,

to reflect the establishment of a Residential-Business Planned Development, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Residential-Business Planned Development

Plan Of Development.

1. Legal title to that certain real property (the "Property") which is delineated herein as Residential-Business Planned Development and is subject to the use and bulk restrictions of this Business Planned Development is held by Henrotin Hospital Corporation, an Illinois not-for-profit corporation.

All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements. The Property will be held under single ownership or control or under single designated control by the Applicant or by the affiliates, successors or assigns of either of them.

2. Residential uses, business and professional offices, retail uses and all other uses described as permitted and special uses by the C2-4 zoning district provisions of the current Chicago Zoning Ordinance (§9.3-2(B), §9.4-2 and associated sections referred to therein) shall be permitted upon the Property. Without limiting any use heretofore described as permitted, the following shall also be permitted upon the Property: the operation of radio and television towers and earth station receiving dishes.
3. The Applicant, its affiliates, successors, assigns or grantees shall obtain all official reviews, approvals and permits necessary to implement the development of Property.
4. Any dedication or vacation of streets or alleys or easement for any adjustment of rights-of-way necessary to implement development of the Property shall require separate submittal on behalf of the Applicant, its successors, assigns or grantees, and approval by the City Council.
5. The use and development of the Property shall be in accordance with this Plan of Development, which consists of the statements made herein, an existing zoning and preferential street map, a property line map, generalized land use map and the bulk regulations table. These and no other controls shall apply to the Property.
6. Off-street parking and off-street loading shall be provided upon the Property in accordance with the Bulk Regulations Table attached hereto and made a part of this Plan of Development.
7. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.
8. The height of each building located upon the Property and any appurtenances attached thereto shall be subject to:
 - (a) Height limitations as certified on Form FAA-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
 - (b) Airport Zoning Regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.

9. Business and business identification signs may be permitted upon the Property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Signs advertising products or services which products or services are not located upon the Property, shall not be permitted. Signs described by Chapter 86, Section 86.1-11 of the Chicago Municipal Code shall require City Council approval in the manner described therein.
10. For purposes of maximum floor area ratio calculations in addition to exclusions specifically set forth in the Zoning Ordinance, mechanical equipment floor space and pool deck areas shall not be counted as floor area.
11. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" promulgated by the Commissioner of the Department of Development and Planning; provided that the same are published, in effect and generally available at the time of approval of this Business Planned Development.

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Residential-Business Development

Use And Bulk Regulations And Data.

For that certain property located generally at the southwest corner of West Oak Street and North Clark Street in Chicago, Illinois:

Net site area:	67,902 square feet (1,558 acres).
Permitted uses:	Residential uses, offices uses, retail uses and such uses as are currently permitted or special uses within the C2-4 Zoning District (including the operation of radio or television towers and/or earth station receiving dishes).
Maximum number of dwelling units:	538

*Maximum floor area ratio:	9.99
Maximum percentage of site coverage:	100% at grade. 25.0% at 75 feet above grade.
Number of off-street parking spaces required:	412
Number of loading berths required:	2
Minimum setbacks:	North -- 0 feet. East -- 0 feet at grade. 170 feet at 75 feet above grade. South -- 0 feet. West -- 0 feet.

Gross site area calculations:

Net site area:	67,902 square feet.
Approximate area to remain in public right-of-way (West Oak Street, North Clark Street, North LaSalle Street and adjacent public alleys):	35,915 square feet.
Approximate gross site area:	103,817 square feet.

* For purposes of maximum floor area ratio calculations, in addition to exclusions specifically set forth in the Zoning Ordinance, mechanical equipment floor space in the buildings and pool deck areas shall not be counted as floor area.

[Generalized Land Use Plan, Boundary and Property Line Map and Existing Zoning Map printed on pages 23564 through 23566 of this Journal.]

Reclassification Of Area Shown On Map No. 3-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 3-F in area bounded by

a line 103.4 feet south of and parallel to West Maple Street; North Dearborn Street; a line 128.9 feet south of and parallel to West Maple Street; the alley west of and parallel to North Dearborn Street,

to those of a C2-4 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 3-F.

Be It Ordained by the City Council of the City of Chicago:

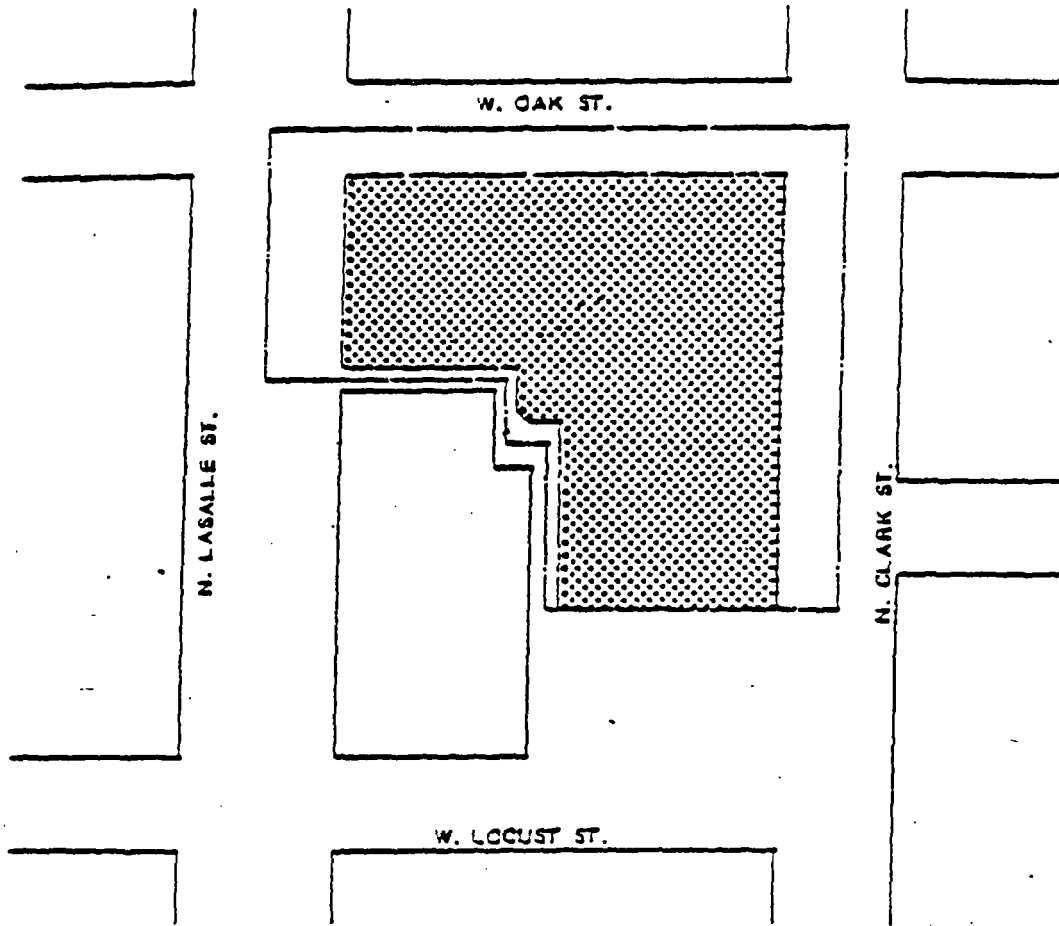
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development No. 182 symbols and indications as shown on Map No. 3-F in area bounded by

the north line of (now vacated) West Evergreen Street, or a line 504.05 feet north of and parallel to West Scott Street (as measured along the east line of North Halsted Street); North Ogden Avenue; West Scott Street; North Halsted Street,




to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

GENERALIZED LAND USE PLAN



LEGEND

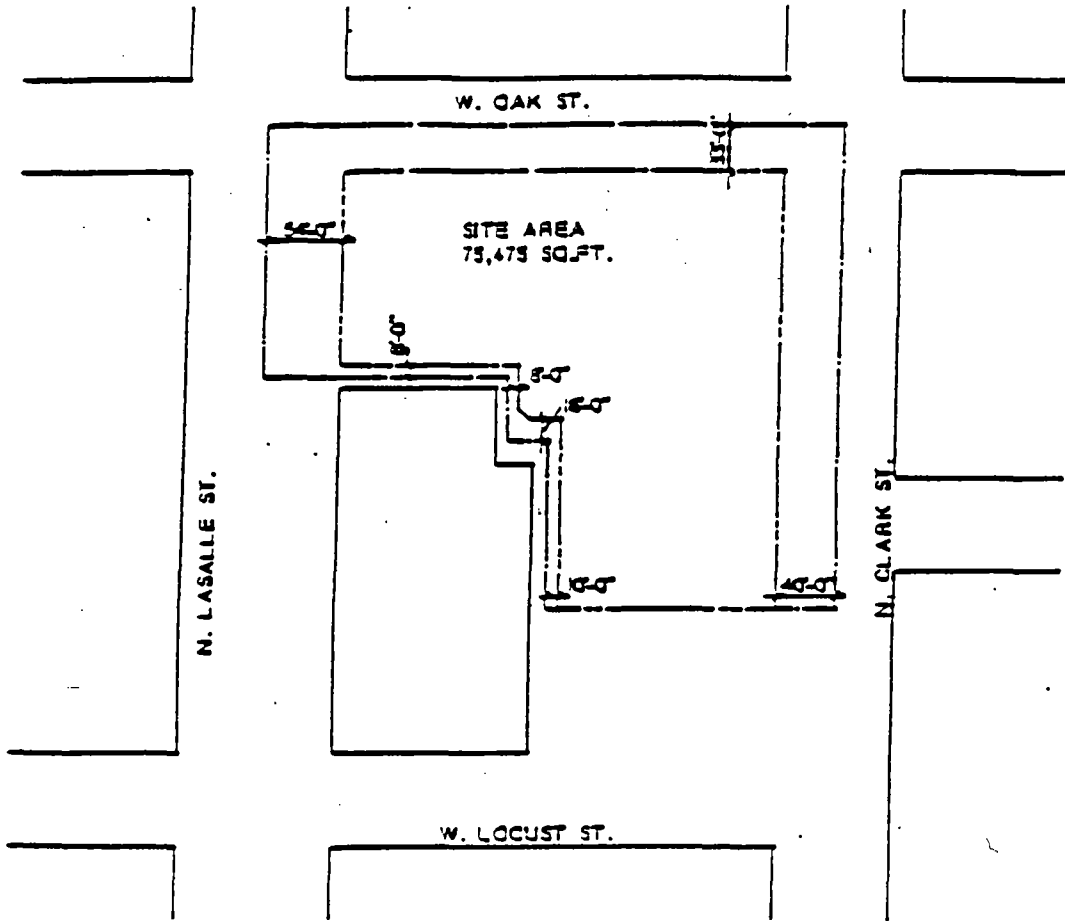
-  PROPERTY LINE
-  PLANNED DEVELOPMENT BOUNDARY
-  RESIDENTIAL, BUSINESS & PROFESSIONAL OFFICES AND RETAIL USES AND OFF-STREET PARKING

APPLICANT: STEVEN O. PIPELDO



DATE: September 2, 1988



BOUNDARY AND PROPERTY LINE MAP



LEGEND

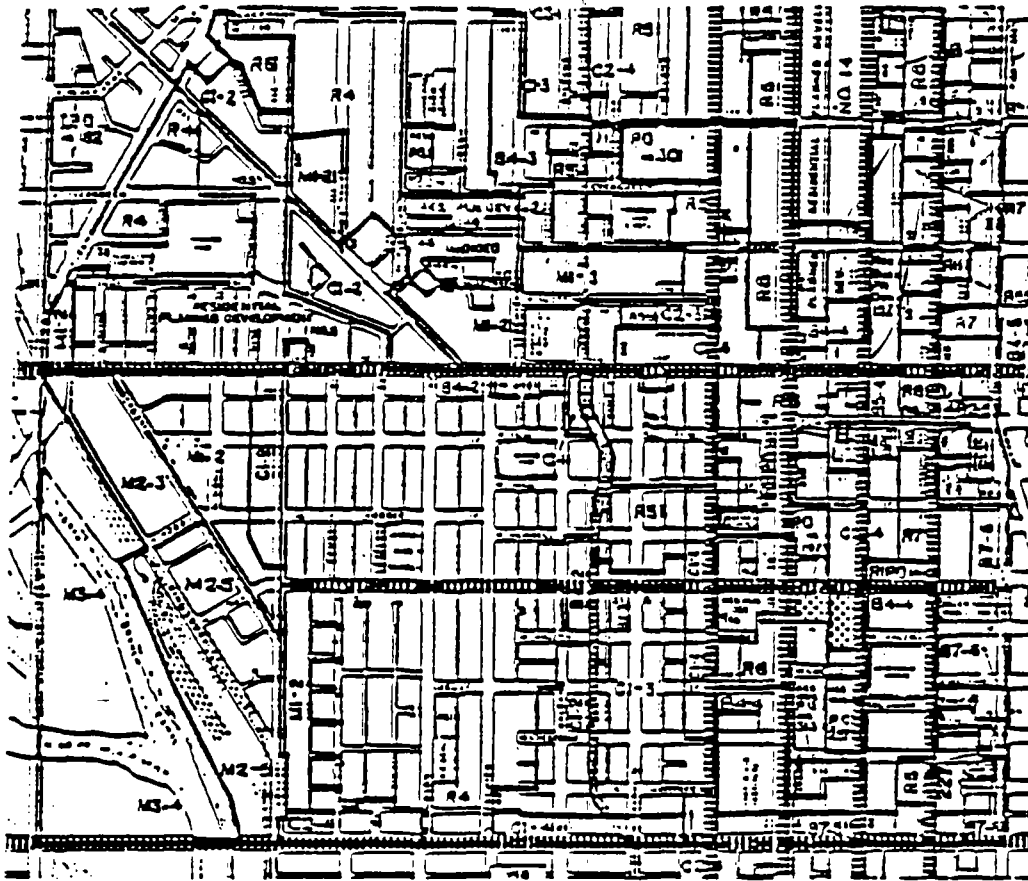
-  PROPERTY LINE
-  PLANNED DEVELOPMENT BOUNDARY

APPLICANT: STEVEN D. FIFIELD




DATE: September 2, 1988



EXISTING ZONING MAP



LEGEND

-  PREFERENTIAL STREETS
-  PLANNED DEVELOPMENT
-  ZONING BOUNDARIES



APPLICANT: STEVEN O. FIFIELD

DATE: September 2, 1988

Reclassification Of Area Shown On Map No. 3-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 3-G in the area bounded by

West North Avenue; a line 275 feet west of and parallel with North Dayton Street; the alley next south of and parallel with West North Avenue; and a line 100 feet west of and parallel with North Dayton Street,

to those of a C3-5 Commercial-Manufacturing District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 3-I.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 3-I in area bounded by

a line 115 feet north of and parallel to West LeMoyne Avenue; North Western Avenue; and a line 185 feet north of and parallel to West LeMoyne Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 4-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-H in area bounded by

West 17th Street; South Wolcott Avenue; West 18th Street; a line 126.25 feet west of and parallel to South Wolcott Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 5-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in area bounded by

the alley next south of and parallel to West Armitage Avenue; North Seminary Avenue; a line 192 feet south of and parallel to West Armitage Avenue; the alley next west of and parallel to North Seminary Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 5-N.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 5-N in area bounded by

the southeasterly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad right of way; North Neva Avenue; West Medill Avenue; and North Harlem Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

West Wolfram Street; a line 25 feet east of and parallel to North Southport Avenue; the alley next south of and parallel to West Wolfram Street; and North Southport Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-H in the area bounded by

West Barry Avenue; a line 53.53 feet east of North Paulina Street; the alley next south of West Barry Avenue; and North Paulina Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-M in area bounded by

a line 30 feet north of and parallel to West Schubert Avenue; the alley next east of North Moody Avenue; West Shubert Avenue; and North Moody Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 9-H
(As Amended).*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 9-H in the area bounded by

West Irving Park Road; the alley west of and parallel to North Ashland Avenue; the alley next south of and parallel to West Irving Park Road; and North Marshfield Avenue,

to those of a B1-1 Local Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-L.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-L in area bounded by

West School Street; North Cicero Avenue; West Melrose Street; and the alley next west of and parallel to North Cicero Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 10-K.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 10-K in the area bounded by

the alley next north of and parallel to West 47th Street; a line 83 feet west of South Karlov Avenue; West 47th Street; and a line 131 feet west of South Karlov Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 12-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 401 symbols and indications as shown on Map No. 12-J in the area bounded by

the north line of West 47th Place; South Kedzie Avenue; West 48th Place; a line 377 feet west of South Kedzie Avenue; a line 75 feet south of West 48th Place; a line 342 feet west of South Kedzie Avenue; a line from a point 328 feet south of West 48th Place and 342 feet west of South Kedzie Avenue, to a point 347.5 feet south of West 48th Place and 422 feet west of South Kedzie Avenue; a line 347.5 feet south of West 48th Place; a line from a point 465.75 feet west of South Kedzie Avenue and 347.5 feet south of West 48th Place to be connected by a 124.02-foot arc with a chord of 123.45 feet to a point 587 feet west of South Kedzie Avenue and 319.5 feet south of West 48th Place; a line from a point 587 feet west of South Kedzie Avenue and 319.5 feet south of West 48th Place to be connected by a 255.23-foot arc with a chord of 245.03 feet to a point 471 feet west of South Kedzie Avenue and 103.96 feet south of West 48th Place; a line 103.96 feet south of West 48th Place; and a line 472 feet west of South Kedzie Avenue,

to the designation of Business Planned Development No. 401, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Business Planned Development No. 401, As Amended

Plan Of Development

Statements.

1. The area delineated herein as the "Business Planned Development" is presently controlled by Kedzie Plaza South Associates.
2. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Ingress and egress to such off-street facilities shall be via West 47th Place, South Kedzie Avenue and West 48th Place.
3. All applicable official reviews, approvals or permits as required shall be obtained by the Department of Economic Development or its successors, assignees or grantees.
4. Dedication or vacation of streets, alleys and easements or adjustments to rights-of-way or consolidation or resubdivision shall require a separate submittal on behalf of the Department of Economic Development or its successors, assignees or grantees, and approval by the Chicago City Council.
5. The following uses shall be permitted within the area delineated herein as the Business Planned Development: supermarket, drug store, general merchandise, office, retail and service type business uses, together with parking and related uses all permitted under the C1 Restricted Commercial District (all exclusive of any principal activity of outdoor storage and auto service station uses, except for enclosed facilities for automobile chassis and gear lubrication, and minor services customarily incidental thereto).

6. Any and all service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago, with a minimum width of 20 feet to provide for ingress and egress for emergency vehicles. Within such areas, no parking shall be permitted.
7. Signs within the Business Planned Development shall be subject to review and approval of the Department of Inspectional Services and the Department of Planning. There shall be no advertising signs permitted.
8. The information contained on the tables and maps attached hereto as exhibits provide data concerning the generalized plan of land use of the subject area.
9. The Plan of Development herein expressed, and as set forth in the exhibits attached hereto, is subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Business Planned Development No. 401, As Amended

*Planned Development Use And Bulk
Regulations And Data.*

Net Site Area		General Description Of Land Use	Max. Floor Area Ratio	Max. % Of Land Coverage	Min. No. Of Parking Spaces
Sq. Ft.	Acres				
244,434.2	5.61	Grocery, drug store, general retail and business as permitted under the C1 Restricted Commercial District	0.5	40%	165

Gross Site Area = Net site area 244,434.2 square feet (5.61A) and area of adjacent streets 31,530 square feet (.73 A) = 275,964.2 square feet (6.34 A)

Minimum number of off-street loading spaces: 3

Minimum periphery setbacks at boundary lines: (5 feet on east along Kedzie Avenue)
(0 feet on all other sides)

[General Land Use Plan, Property Line Map and Existing Zoning Map
and Preferential Street System printed on pages 23576
through 23578 of this Journal.]

Reclassification Of Area Shown On Map No. 15-K.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Business Planned Development Number 427 symbols and indications as shown on Map No. 15-K in the area bounded by

West Peterson Avenue; Rogers Avenue and the Chicago and Northwestern Railroad right-of-way,

to the designation of Residential-Business Planned Development Number 427, as amended, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Développement herewith attached and made a part hereof and to no others.

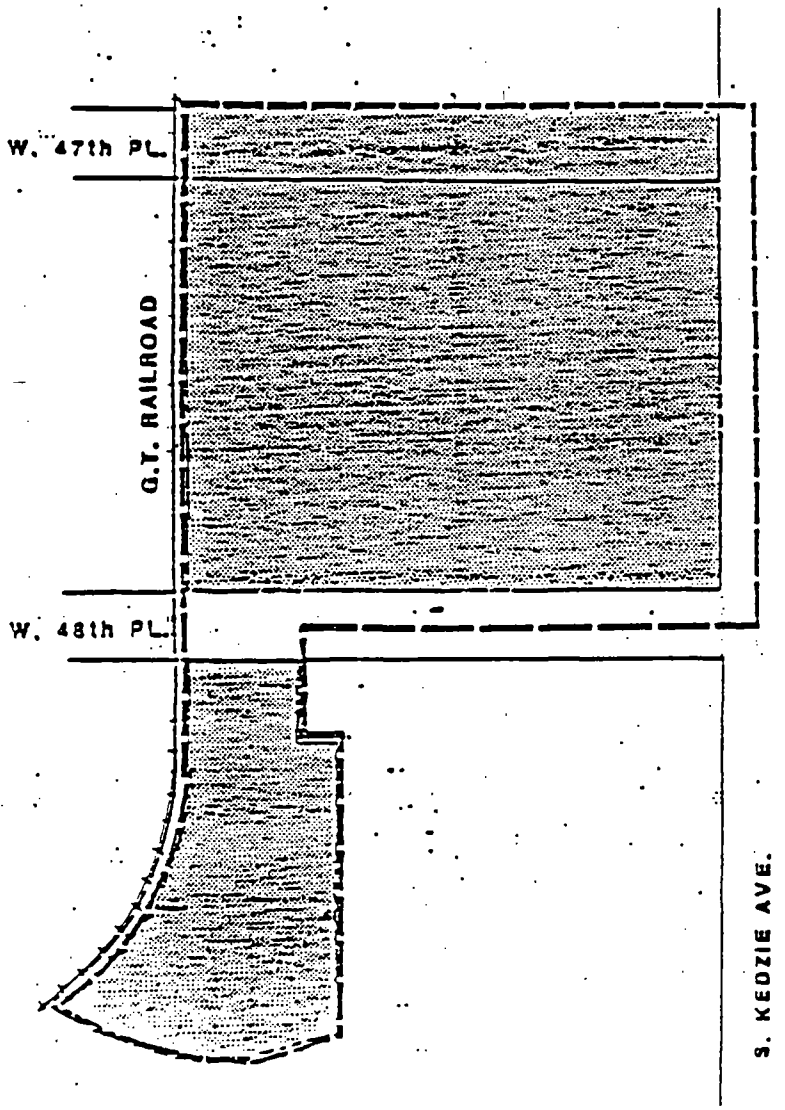
SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

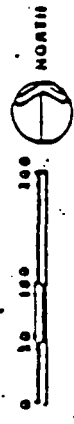
(Continued on page 23579)

GENERALIZED LAND USE PLAN

BUSINESS PLANNED DEVELOPMENT NO.:



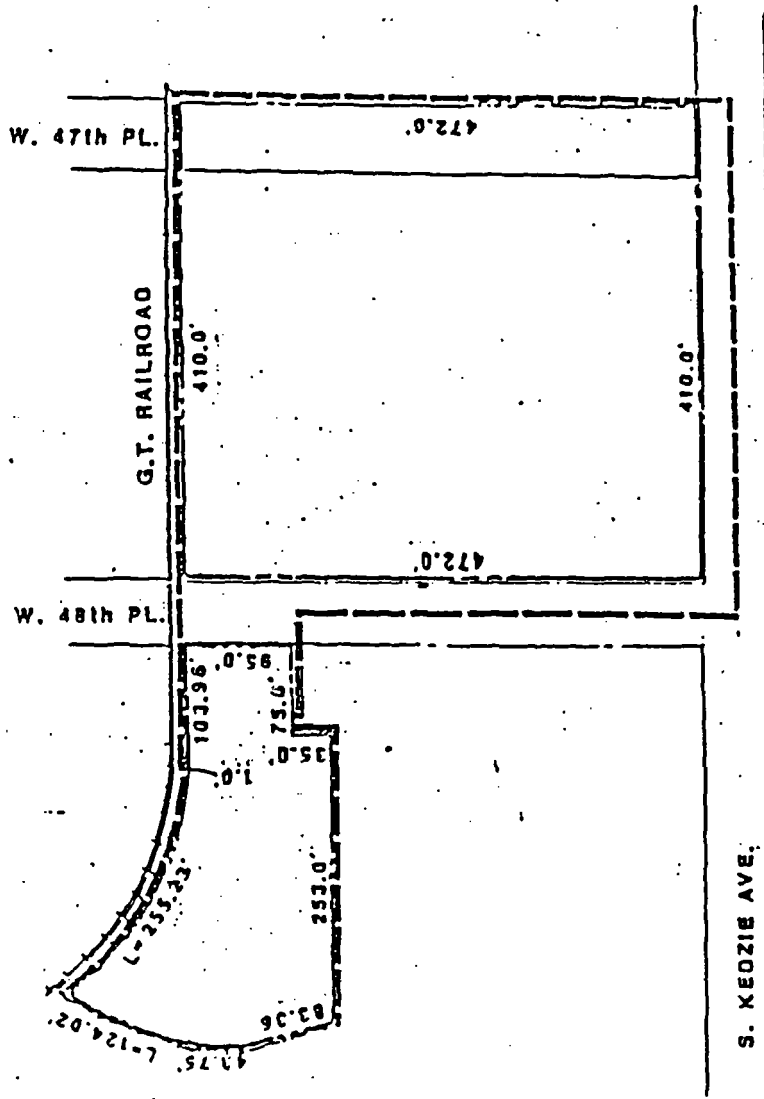
- LEGEND.
- PLANNED DEVELOPMENT BOUNDARIES
 - [Cross-hatched pattern] COMMERCIAL AND BUSI BUILDINGS AND OFF STREET PARKING



APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT CITY OF CHICAGO
 DATE:

PROPERTY LINE MAP

BUSINESS PLANNED DEVELOPMENT NO.:



- LEGEND
- PROPERTY LINE
 - - - RIGHT OF WAY
 - PLANNED DEV. BOUNDARIES



APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT CITY OF CHICAGO

DATE:

(Continued from page 23575)

*Residential-Business Planned Development No. 427,
As Amended*

Statements.

1. The area delineated herein as "Residential-Business Planned Development" is owned by La Salle National Bank, as trustee under Trust No. 112715 (Subarea A) and Trust No. 113234 (Subarea B).
2. Off-street parking shall be provided in compliance with this Plan of Development.
3. Any dedication or vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of the Applicant, its successors, assignees or grantees and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Applicant, its successors, assignees or grantees.
5. Access drives, alleys and the principal ingress/egress drive shall be designed and paved in accord with the regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted on the principal ingress/egress drive.
6. 178 residential townhouses and related uses including off-street parking shall be permitted within Parcel A. In addition, there shall be no less than .5 acre devoted to the common open space areas distributed in substantially equal proportions among the four quadrants of Parcel A. Limited retail and service uses, including off-street parking and loading and a drive-in banking facility, shall also be permitted in Parcel B.
7. Identification and business identification signs may be permitted within the area delineated as Residential-Business Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
8. This Plan of Development is applicable to the area delineated herein and no other controls shall apply to that area. The following information, including the "Use and Bulk Regulations and Data" table and the "Generalized Land Use Map", sets forth data concerning the property illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as adopted by the Department of Planning at the time of passage.

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Residential-Business Planned Development No. 427, As Amended

Plan Of Development

Use And Bulk Regulations And Data.

Net Site Area		General Description Of Land Use	Max. Floor Area Ratio	Max. % Of Site Coverage
Sq. Ft.	Acres			
Subarea A		178 residential units with related uses	Residential	Residential
514,740	11.82		0.67	29%
Subarea B		Retail uses permitted in the B2 Districts and a drive-in banking facility	Retail	Retail
45,260	1.03		0.40	40%
Total			Total	Total
560,000	12.85		0.65	30%

Gross Site Area = Net Site Area + Area to remain in public right-of-way

$$653,941 = 560,000 + 93,941 \text{ square feet}$$

Off-street parking and loading controls (minimums):

Off-street parking: a minimum of 1.0 space per dwelling unit

Off-street parking (business): 40 spaces

Off-street loading (retail only): 2

Maximum floor area ratio: 0.65 for total net site area

Setbacks and site coverage:

Minimum setbacks: a minimum of 80 feet shall separate the facades of each building; a minimum of 10 feet shall separate the sides of each building; a minimum of 20 feet shall separate the rear portion of any building from an adjacent alley. There shall be a 10-foot minimum setback requirement along the Peterson and Rogers Avenues boundaries of Parcel A only.

Maximum site coverage: 30% (Residential: 29%)
(Retail: 40%)

Open space (Parcel A only): .5 acres

[Existing Zoning and Preferential Street Map, Boundary and Property
Line Map and Generalized Land Use Map printed on pages
23583 through 23585 of this Journal.]

Reclassification Of Area Shown On Map No. 15-L.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 15-L in area bounded by

North Elston Avenue; a line 125 feet northwest of and parallel to North Luna Avenue; the alley next southwest of North Elston Avenue; a line 200 feet northwest of and parallel to North Luna Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 16-N.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 16-N in area bounded by

West 63rd Street; a line 174.9 feet east of and parallel to South Normandy Avenue; the alley next south of and parallel to West 63rd Street; a line 74.9 feet east of and parallel to South Normandy Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 17-H
(As Amended).*

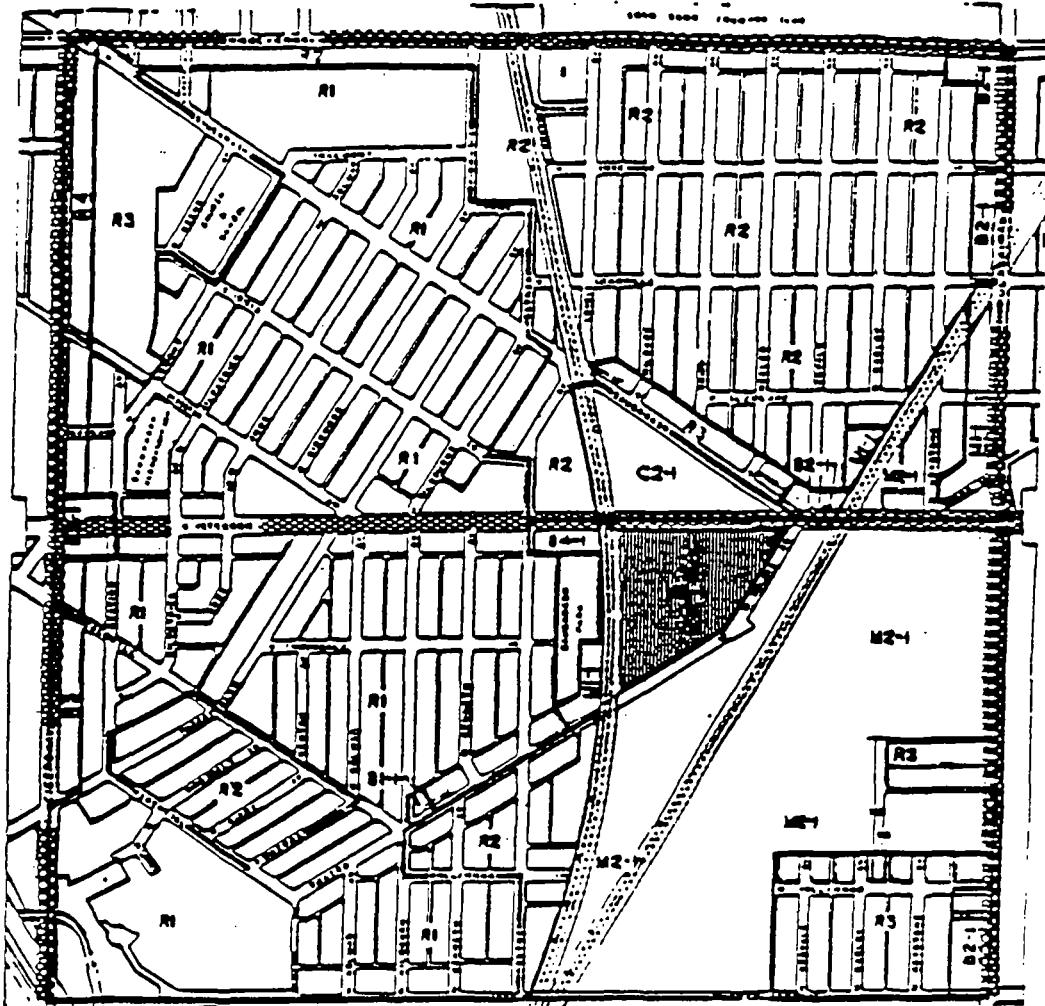
Be It Ordained by the City Council of the City of Chicago:



SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 17-H in area bounded by

(Continued on page 23586)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

FIGURE 1: EXISTING ZONING AND PREFERENTIAL STREET

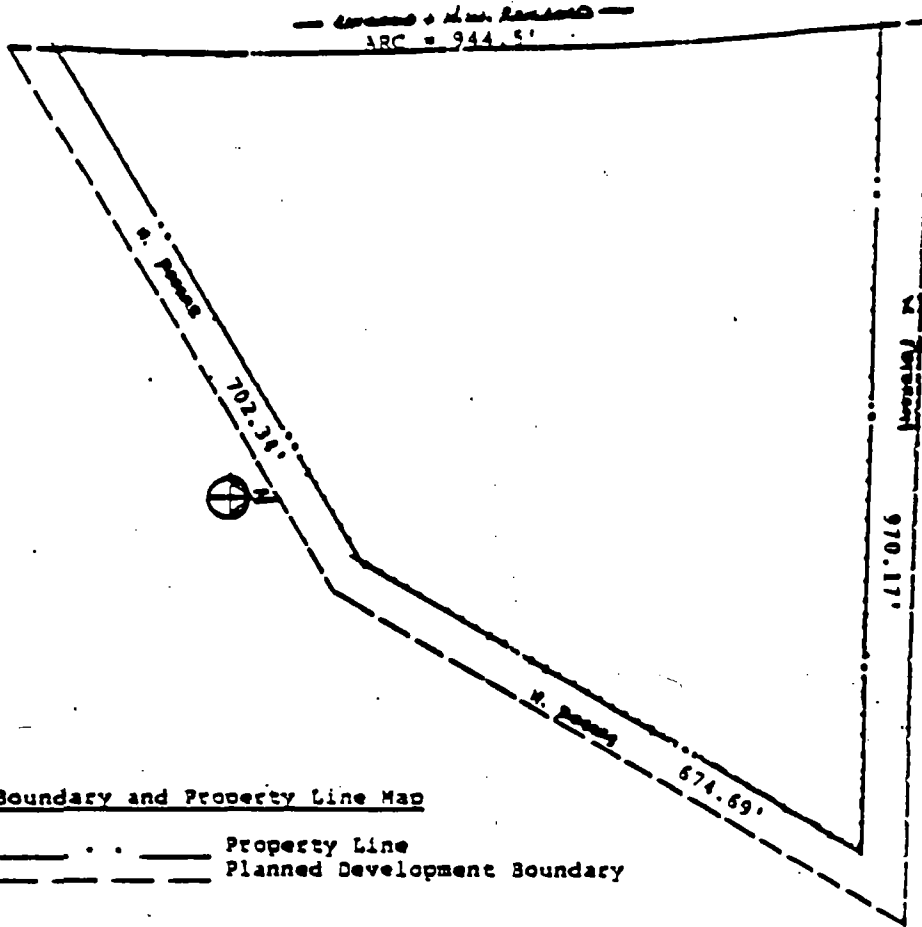


 Subject Site
 Preferential Streets

APPLICANT: Renard Corporation
4242 North Sheridan Road
Chicago, Illinois 60613

DATE: April 20, 1987
Revised: October 24, 1988

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
FIGURE 2: BOUNDARY AND PROPERTY LINE MAP



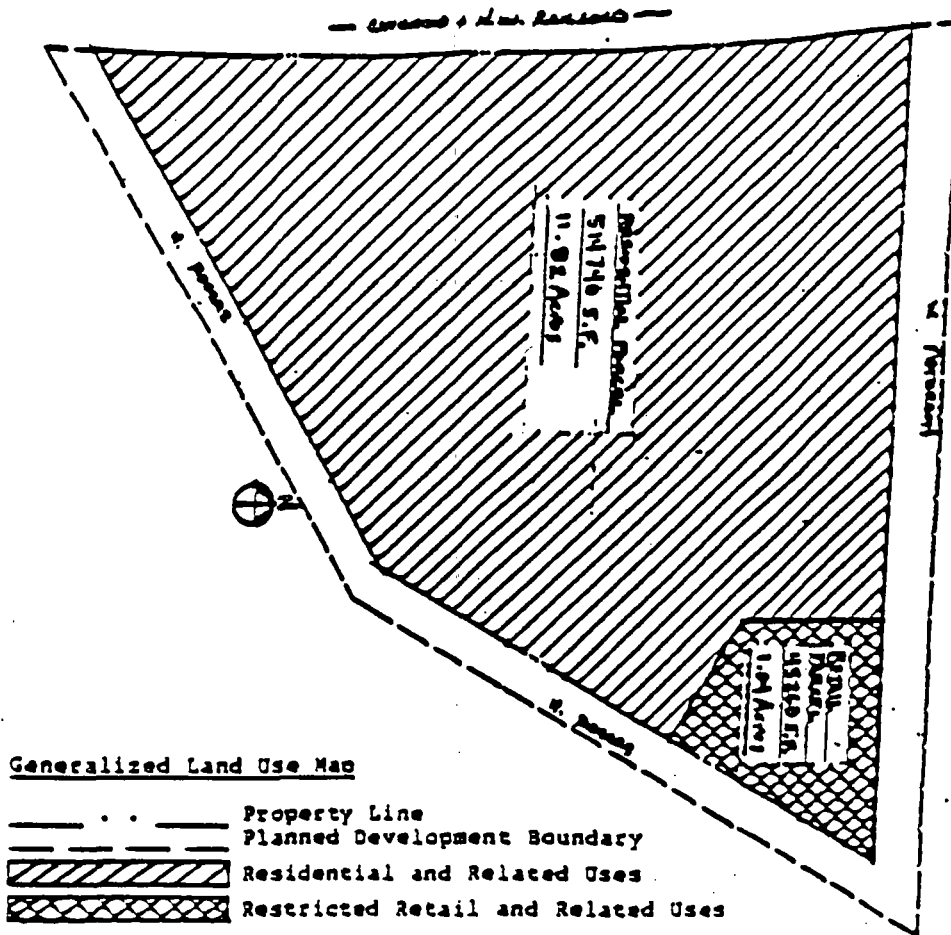
APPLICANT: Kenard Corporation
4242 North Sheridan Road
Chicago, Illinois 60613

DATE: April 20, 1987

Revised: October 24, 1988

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

FIGURE 3: GENERALIZED LAND USE MAP



(Continued from page 23582)

West Greenleaf Avenue; a line 132 feet east of North Western Avenue; a line 76 feet south of West Greenleaf Avenue; and a line 77.24 feet east of North Western Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 18-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-family Residence District symbols and indications as shown on Map No. 18-E in area bounded by

a line 25.11 feet north of and parallel to East 78th Street; the alley next east of and parallel to South Eberhart Avenue; East 78th Street; South Eberhart Avenue,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 20-D.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 20-D in the area bounded by

East 83rd Street; Avalon Park; a line 631.68 feet south of and approximately parallel to East 83rd Street; and the New York, Chicago and St. Louis Railroad right of way,

to the designation of an R3 General Residence District, and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 20-D in the area bounded by

East 83rd Street; Avalon Park; a line 631.68 feet south of and approximately parallel to East 83rd Street; and the New York, Chicago and St. Louis Railroad right of way,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Residential Planned Development, As Amended

Plan Of Development.

1. Legal title to that certain real property (the "Property") which is delineated herein as Residential Planned Development and is subject to the use and bulk restrictions of this Residential Planned Development is held by Harris Trust and Savings Bank, not personally, but as Trustee under Trust No. 33813, dated August 5, 1969. The applicant, Daniele Development Company, Inc., is the Contract Purchaser of the Property. The Property will be held under single ownership or control or under single designated control by the applicant, or by its affiliates, successors or assigns.
2. The Property shall be used for residential uses, accessory off-street parking and other special or permitted uses in the R3 zoning district.

3. The applicant, its affiliates, successors, assigns or grantees shall obtain all official reviews, approvals and permits necessary to implement the development of Property.
4. Any dedication or vacation of streets or alleys or easements for any adjustment of rights-of-way necessary to implement development of the Property shall require separate submittal on behalf of the applicant, its successors, assigns or grantees, and approval by the City Council.
5. The use and development of the Property shall be in accordance with this Plan of Development, which consists of the statements made herein, an Existing Zoning and Preferential Street Map, a Property Line Map, a Generalized Land Use Map and the Bulk Regulations Table. These and no other controls shall apply to the Property.
6. Off-street parking and off-street loading shall be provided upon the property in accordance with the Bulk Regulations Table attached hereto and made a part of this Plan of Development.
7. A corridor of green space, including a minimum of 18,000 square feet (4.3% of the Net Site Area), will be provided extending from the northern site roadway to the south boundary of the Property at the approximate center of the site and between the individual buildings along the periphery of the site.
8. Any service drive or other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Parking shall be permitted on one side of the private, internal streets developed on the Property.
9. Identification signs may be permitted upon the property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Signs advertising products or services which products or services are not located upon the Property, shall not be permitted.
10. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" promulgated by the Commissioner of the Department of Development and Planning; provided that the same are published, in effect and generally available at the time of approval of this Residential Planned Development.

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential Planned Development, As Amended**Use And Bulk Regulations And Data.*

For that certain property located generally at the southwest corner of East 83rd Street and South Woodlawn Avenue in Chicago, Illinois:

Net site area:	409,421 square feet (9.3990 acres)
Permitted uses:	Residential uses, accessory off-street parking and such uses as are currently permitted or special uses within the R3 Zoning District
Maximum number of dwelling units:	128
Maximum floor area ratio:	.60
Maximum percentage of site coverage:	50%
Minimum size of individual lots:	1,400 square feet
Number of off-street parking spaces required:	128
Number of loading berths required:	0
Minimum perimeter setbacks:	North: 2-1/2 South, East and West: zero feet
Gross site area calculations:	
Net site area:	415,083.8 square feet
Approximate area to remain in public right-of-way (East 83rd Street):	20,724 square feet
Approximate gross site area:	435,807.8 square feet

[Generalized Land Use Plan, Property Line Map and Existing Zoning Map printed on pages 23591 through 23593 of this Journal.]

Reclassification Of Area Shown On Map No. 22-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 22-F in the area bounded by

a line 543 feet north of West 95th Street; the west right-of-way line of the Chicago and Western Indiana Railroad; West 95th Street; and South Eggleston Avenue,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development No. _____, As Amended

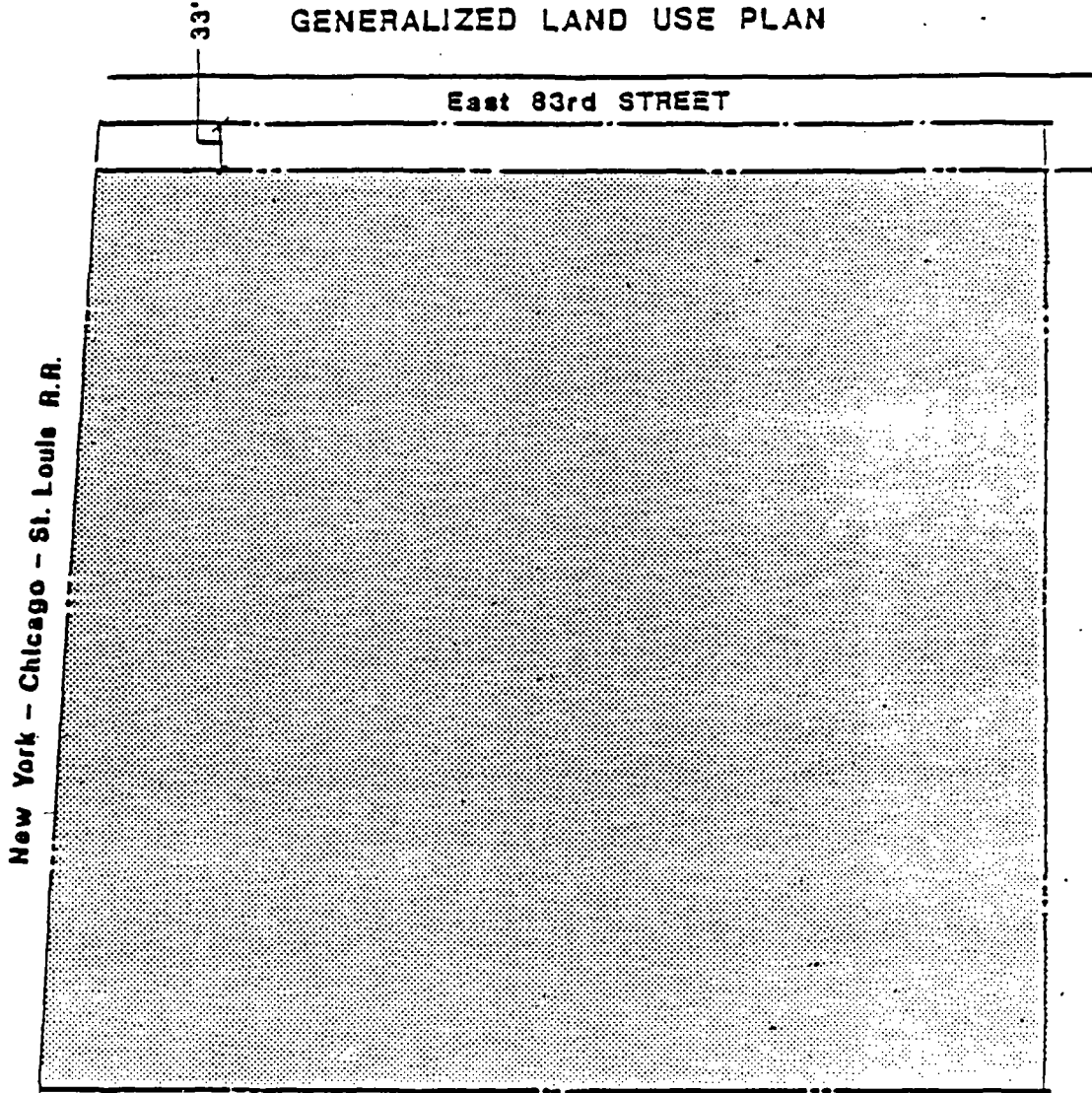
Plan Of Development

Statements.

1. The area herein designated as "Institutional Planned Development" is owned or controlled by Trinity United Church of Christ, an Illinois not-for-profit corporation.
2. Off-street parking and loading facilities shall be provided in compliance with this Institutional Planned Development, subject to the review of the Department of Public Works and the approval of the Department of Planning.

(Continued on page 23594)

GENERALIZED LAND USE PLAN



LEGEND



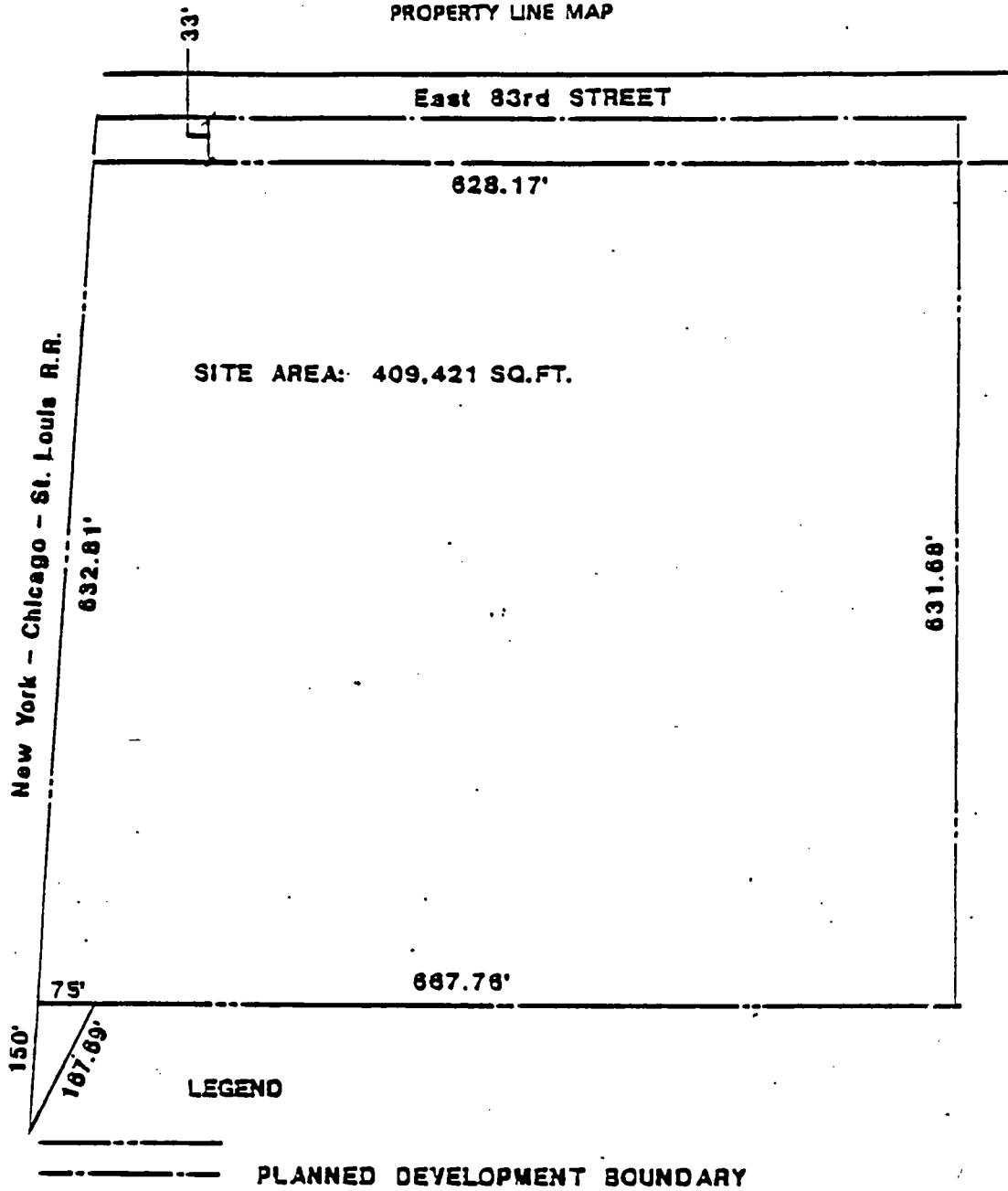
PROPERTY LINE
 PLANNED DEVELOPMENT BOUNDARY
 RESIDENTIAL, ACCESSORY OFF-STREET PARKING
 & OTHER USES PERMITTED BY THE
 PLAN OF DEVELOPMENT

APPLICANT: DANIELLE DEVELOPMENT COMPANY, INC.

DATE: Revised October 31, 1988



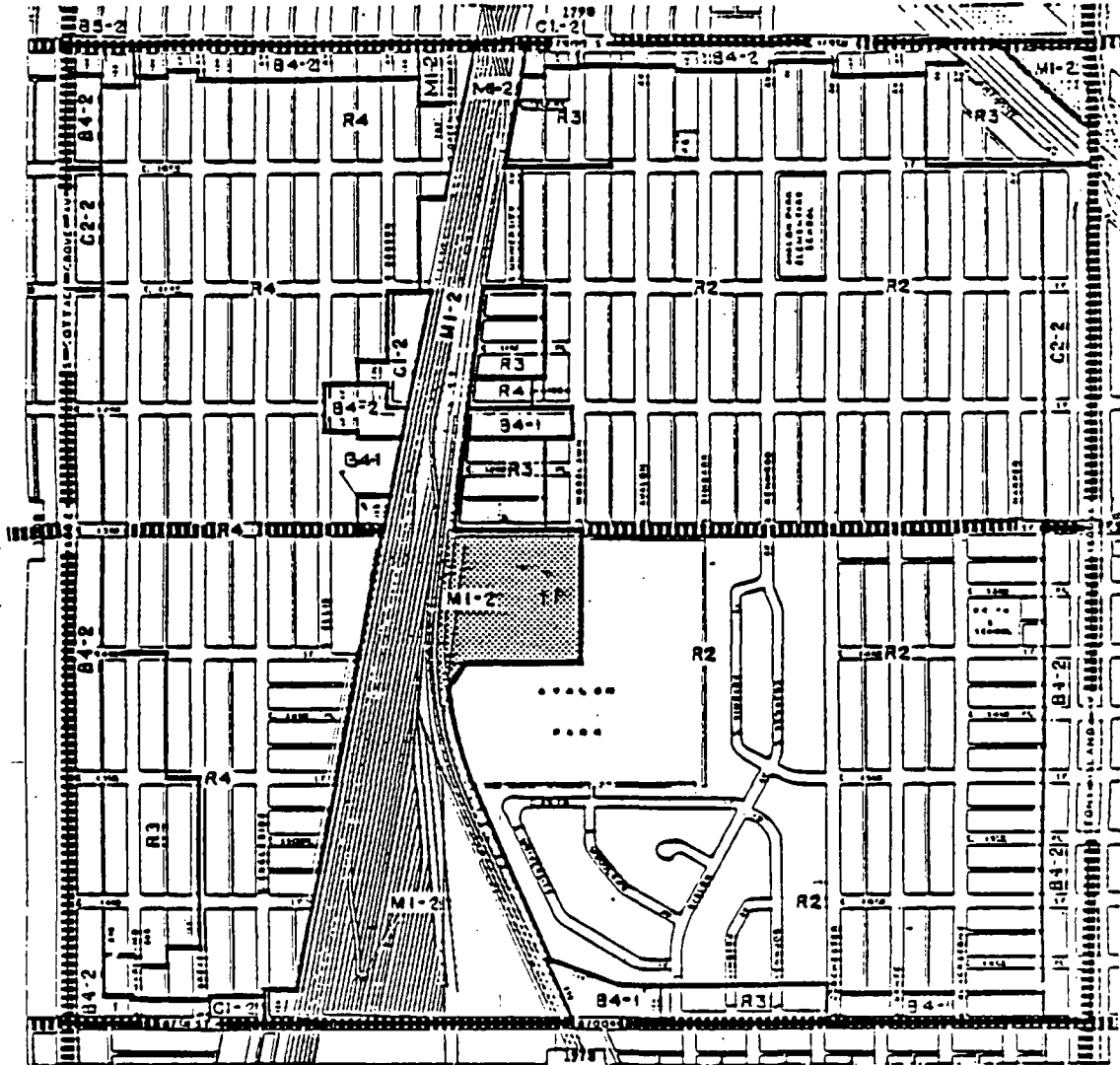
PROPERTY LINE MAP






APPLICANT: DANIEL DEVELOPMENT COMPANY, INC.

DATE: Revised October 11, 1988

EXISTING ZONING MAP



LEGEND

-  PREFERENTIAL STREETS
-  PLANNED DEVELOPMENT
-  ZONING BOUNDRIES



APPLICANT: Danialo Development Company, Inc.

DATE: Revised October 31, 1988

(Continued from page 23590)

3. All applicable official reviews, approvals and permits required shall be obtained by the applicant.
4. Dedication or vacation of streets, approvals and permits, readjustments to right-of-ways or consolidation or resubdivision shall require a separate submittal on behalf of the applicant and approval by the City Council.
5. The uses of the area delineated as Institutional Planned Development will consist of a facility for religious services and related uses, including office space for related community and religious programs and services, and space for video production of religious services for cable television and shall also include off-street parking and loading facilities.
6. Any and all service drives or other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago.
7. Identification and directional signs may be permitted upon the property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals.
8. The information contained in the tables and maps attached hereto provide data concerning the generalized plan of land use for the subject area. These exhibits demonstrate that the development shall be in compliance with the Institutional Planned Development classification and with the intent and purpose of the Chicago Zoning Ordinance.
9. The Institutional Planned Development herein outlined, and as set forth in the exhibits attached hereto, is subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of Planning.

Planned Development Use and Bulk Regulations attached to this Plan of Development reads as follows:

Institutional Planned Development No. _____

Planned Development Use And Bulk Regulations.

General description of land:	Religious services and related educational uses for community and religious programs, including meeting rooms and satellite dish.
Gross site area:	4.044 acres/176,155 square feet
Net site area:	2.965 acres/129,185 square feet
Leased land:	0.328 acres/14,300 square feet
Public street right-of-ways:	0.75 acres/32,679 square feet
Maximum floor area ratio:	0.59
Maximum percentage of covered land:	33%

The above noted regulations relate to the ultimate development within the Planned Development Area. Interim stages of development may exceed these permitted standards, subject to the approval of the Department of Planning.

Minimum number of required off-street parking spaces:	167
Number of provided off-street loading berths:	2
Number of periphery setbacks:	North -- 205 feet
	South -- 0 feet 0 inches
	East -- 50 feet
	West -- 12 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning.

[Generalized Land Use Plan, Property Line Map, Right of Way
Adjustments and Existing Zoning Map printed on pages
23597 through 23599 of this Journal.]

Reclassification Of Area Shown On Map No. 22-H.

Be It Ordained By the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District and R1 Single-family Residence District symbols and indications as shown on Map No. 22-H in area bounded by

a line 186 feet north of and parallel to West 95th Street; the Pittsburgh, Cincinnati and St. Louis Railroad (also known as the Penna Railroad); West 95th Street; South Charles Street,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

CORRECTIONS AND REVISIONS TO 1989 ANNUAL
APPROPRIATION ORDINANCE.

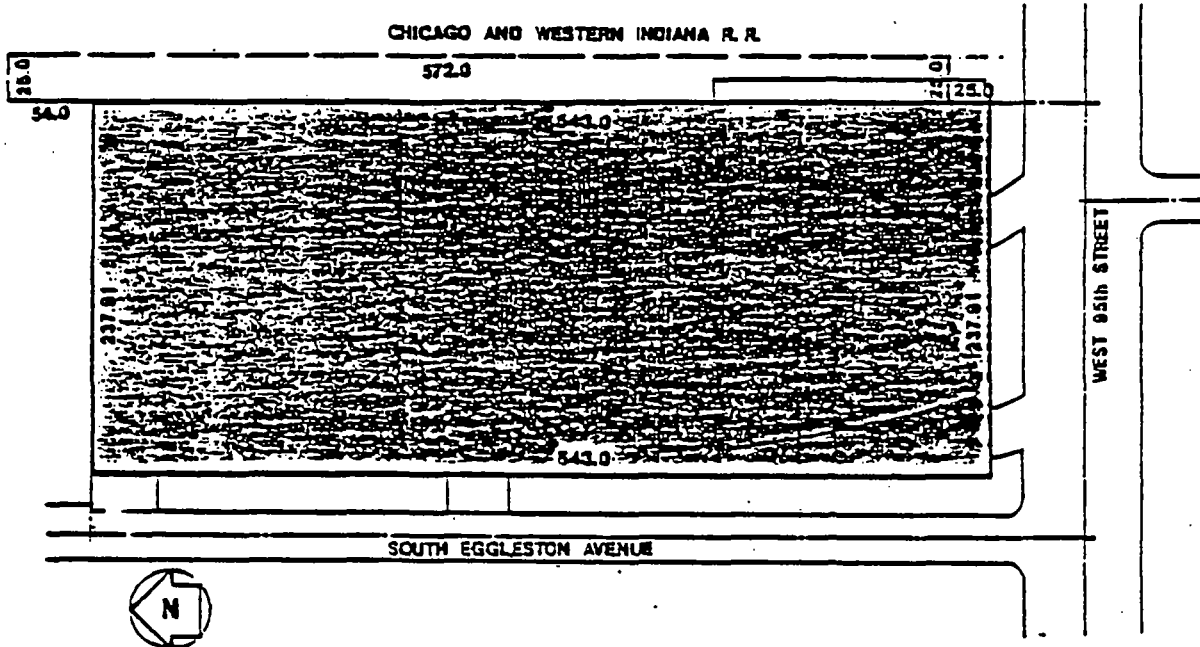
Alderman Bloom presented the following motion:

"I move to amend the Annual Appropriation Ordinance by inserting a new Section 12, as follows:

Section 12. The authority of the City Council to spend the funds appropriated herein for City Council Committees shall expire on April 30, 1989. Any expenditure of said funds after

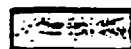
(Continued on page 23600)

INSTITUTIONAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND:

— Planned Development Boundary

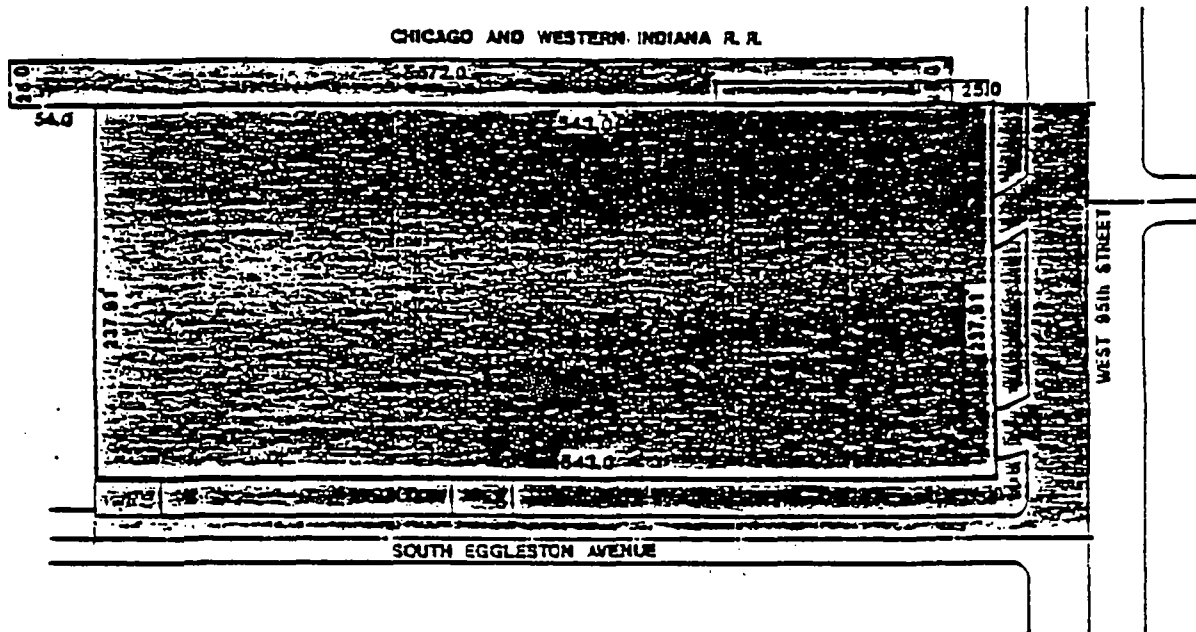
 The uses of the area delineated as Institutional Planned Development will consist of a facility for religious services and related uses, including office space for related community and religious programs and services, and space for video production of religious services for cable television and include off-street parking and loading.

APPLICANT: Trinity United Church of Christ

ADDRESS: 532 West 95th Street, Chicago, IL 60628

DATE: October 10, 1988

INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP
AND RIGHT OF WAY ADJUSTMENTS



LEGEND:

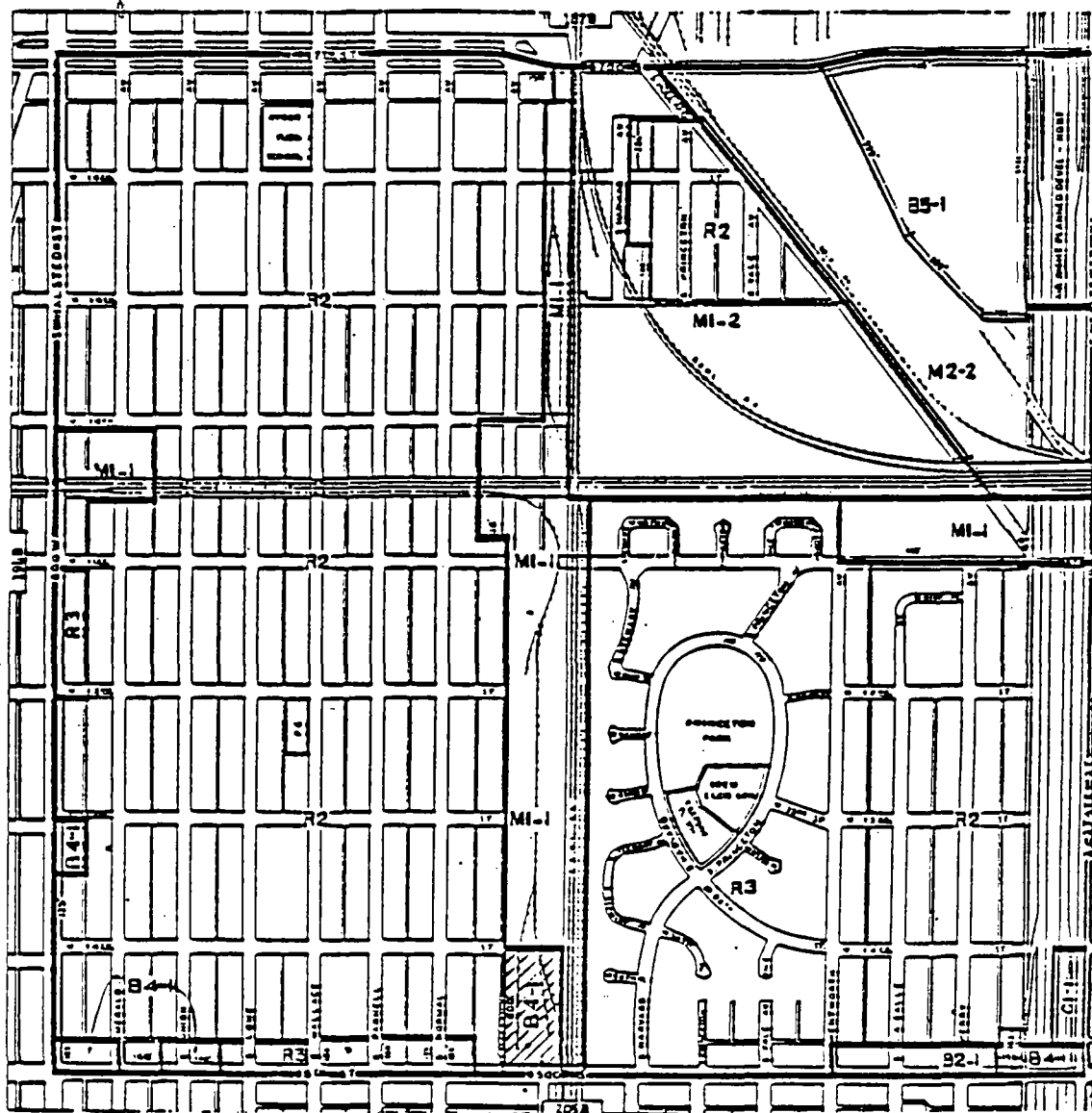
- Property Line
- Leased Land Line
- Planned Development Boundary And Right Of Ways

APPLICANT: Trinity United Church of Christ

ADDRESS: 532 West 95th Street, Chicago, Illinois 60628

DATE: October 10, 1988

INSTITUTIONAL PLANNED DEVELOPMENT EXISTING ZONING



Institutional Planned Development

APPLICANT: Trinity United Church of Christ
 ADDRESS: 532 West 95th Street, Chicago, IL 60628
 DATE: October 10, 1988

(Continued from page 23596)

April 30, 1989 shall require a vote of the City Council either reconfirming the appropriations set forth herein or establishing a new level of appropriations. Any savings arising from a reduction in appropriations for City Council Committees shall be reflected as an abatement in real estate taxes for 1989."

Alderman Austin moved to lay on the table the foregoing motion. The motion to *Lay on the Table Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, Krystyniak, Henry, Soliz, Butler, Hagopian, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schalter, Stone -- 23..

Nays -- Aldermen T. Evans, Bloom, Garcia, Smith, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 9.

Alderman Garcia presented the following amendment to the 1989 Annual Appropriation Ordinance:

Proposed Cuts.

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
289	2005.0140	Professional and Technical Services		\$405,000		0
289	2005.0155	Property Rental		2,201,000		1,273,771
289	2005.0559	Expense of Relocating Departments		2,550,000		1,735,000
Total Cuts:						<u>\$2,147,229</u>

Proposed Expenditures.

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
289	2005.0141	Can supplement Department of Health's C.D.B.G. lead program budget. For training and payment of inspectors for lead paint identification; lab testing of paint chips		\$382,229
289	2005.0169	Can supplement Department of Human Services emergency shelter services. For contracts with delegate agencies for the provision of emergency shelter, and expansion of services to assist homeless persons.		950,000
289	2005.0567	For purchase and rehab of buildings for "second stage" transitional homeless housing; rehab to supplement H.U.D. programs.		715,000
289	2005.0560	Can supplement Department of Health's C.D.B.G. budget. For training and payment of contractors to abate lead paint.		100,000
Total Expenditures:				<u>\$2,147,229</u>

Alderman Austin moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Carter, Langford, Streeter, Jones, Krystyniak, Henry, Butler, Hagopian, Austin, O'Connor, Pucinski, Natarus, Stone -- 17.

Nays -- Aldermen T. Evans, Bloom, Burke, Garcia, Soliz, Gutierrez, Smith, Davis, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 13.

Alderman Garcia presented the following amendment to the 1989 Annual Appropriation Ordinance, as amended:

Corrections And Revisions Of 1989 Budget Recommendations.

Fund:

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
		Chicago Department of Health				
112	1005.0091	Uniform Allowance		\$68,200		\$38,200
	.0150	Publications and Reproductions, Outside		56,766		26,766
	.0152	Advertising		49,000		25,000
	.0159	Lease/Purchase Agreements Equipment Maintenance		86,550		71,550
	.0169	Technical Meeting Costs		21,697		11,697
	.0229	Transportation and Expense Allowance		49,500		9,500
	.0270	Local Transportation		20,250		14,250
	.0184	Electricity		174,694		168,678

12/21/88

UNFINISHED BUSINESS

23603

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
113	0308	Staff Assistant	1	28,128		
114	0430	Clerk III	1	19,044		
124	3534	Clinical Therapist III Lakeview MHC	1	26,820		
	3532	Clinical Therapist I Lakeview MHC			1	19,956
	3534	Clinical Therapist III Northwest MHC			1	26,820
	3532	Clinical Therapist I Northwest MHC			1	19,956
	0825	Principal Steno Central Office			1	14,220
126	3534	Clinical Therapist III Garfield Park MHC			1	26,820
127	3534	Clinical Therapist III Beverly Morgan Park MHC (60%)			1	26,820
126		Greater Lawn MHC (40%)				
127	3532	Clinical Therapist I Southeast MHC			1	19,956
	3534	Clinical Therapist III Nortown-RP MHC			1	26,820

Alderman Austin moved to *Refer* the foregoing proposed amendment to the Committee on the Budget and Government Operations. The motion *Prevailed* by a viva voce vote, with Alderman Burke voting nay.

Alderman Eisendrath presented the following amendment to the 1989 Annual Appropriation Ordinance, as amended:

Schedule A1 City Of Chicago Current Projected Automobile List.

	Strike	Insert
Office of the Mayor	31	17
Total	412	397

Alderman Austin moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Carter, Langford, Streeter, Jones, Krystyniak, Henry, Butler, Hagopian, Austin, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Stone -- 20.

Nays -- Aldermen T. Evans, Bloom, Burke, Garcia, Smith, Davis, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 11.

Alderman T. Evans presented the following motion:

"I hereby propose to amend the 1989 Appropriation Ordinance pursuant to the attached amendments consisting of four pages:"

[Amendment printed on pages 23605 through
23608 of this Journal.]

Alderman Beavers moved to lay on the table Alderman T. Evan's motion to amend. The motion to *Lay on the Table* *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Carter, Langford, Streeter, Jones, Krystyniak, Henry, Butler, Hagopian, Austin, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Stone -- 20.

Nays -- Aldermen T. Evans, Bloom, Burke, Garcia, Smith, Davis, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 11.

(Continued on page 23609)

CORRECTIONS AND REVISIONS
1989 BUDGET RECOMMENDATIONS

page 1 of 4

100 - CORPORATE FUND

PG. #	CODE	DEPARTMENT	STRIKE AMOUNT	INSERT AMOUNT
1		REVENUES OF YEAR - 1989 APPROPRIABLE OTHER REVENUE	1,508,625,916	1,477,922,205
1		TOTAL APPROPRIABLE FOR CHARGES AND EXPENDITURES (EXCLUDING LIABILITIES AT JANUARY 1, 1989)	1,508,625,916	1,477,922,205
1		TOTAL OTHER REVENUE	1,508,625,916	1,477,922,205
2		PROCEEDS FROM DEBT AND TRANSFERS IN	195,085,143	184,381,432

CORRECTIONS AND REVISIONS
1989 BUDGET RECOMMENDATIONS

Page 2 of 4

100 - CORPORATE FUND

PG. #	CODE	DEPARTMENT	STRIKE AMOUNT	INSERT AMOUNT
31	2010	CITY COUNCIL COMMITTEE: FINANCE	1,702,354	1,276,766
33	2014	CITY COUNCIL COMMITTEE: BUDGET	466,127	349,595
34	2020	CITY COUNCIL COMMITTEE: AVIATION	89,250	66,738
34	2025	CITY COUNCIL COMMITTEE: BEAUTIFICATION AND RECREATION	101,835	76,376
34	2030	CITY COUNCIL COMMITTEE: BUILDINGS	148,000	111,000
34	2040	CITY COUNCIL COMMITTEE: CLAIMS & LIABILITIES	65,000	48,750
35	2050	CITY COUNCIL COMMITTEE: HISTORICAL LANDMARK PRESERVATION	80,870	60,653
35	2055	CITY COUNCIL COMMITTEE: ECONOMIC DEVELOPMENT	95,400	71,550
35	2060	CITY COUNCIL COMMITTEE: EDUCATION	177,265	132,949
35	2070	CITY COUNCIL COMMITTEE: ENERGY, ENVIRON. PROT., & PUB. UTILS	92,670	69,503
36	2075	CITY COUNCIL COMMITTEE: HEALTH	124,800	93,600
36	2080	CITY COUNCIL COMMITTEE: HOUSING	114,905	86,179
36	2090	CITY COUNCIL COMMITTEE: HUMAN RIGHTS & CONSUMER PROTECTION	84,315	63,236
36	2100	CITY COUNCIL COMMITTEE: INTER-GOVERNMENTAL RELATIONS	76,800	57,600
36	2105	CITY COUNCIL COMMITTEE: LAND ACQUISITION, DISP., & LEASES	86,800	65,100
37	2115	CITY COUNCIL COMMITTEE: LICENSES	128,900	96,675
37	2135	CITY COUNCIL COMMITTEE: POLICE, FIRE, & MUNICIPAL INST.	107,465	80,599
37	2140	CITY COUNCIL COMMITTEE: PORTS, WHARVES & BRIDGES	74,900	56,175
38	2150	CITY COUNCIL COMMITTEE: AGING & DISABILITY	72,185	54,139
38	2170	CITY COUNCIL COMMITTEE: ZONING	248,300	201,225
38	2184	CITY COUNCIL COMMITTEE: CAPITAL DEVELOPMENT	120,000	90,000
38	2186	CITY COUNCIL COMMITTEE: VETERAN'S AFFAIRS	75,000	56,250
39	2195	CITY COUNCIL COMMITTEE: LEGISLATIVE REFERENCE BUREAU	329,000	246,750

CORRECTIONS AND REVISIONS OF CORPORATE BUDGET RECOMMENDATIONS 1989

Page 3 of 4

FUND: Corporate 100

Page	Code	Department and Item	Strike Amount	Insert Amount
50	2005-0020	City Clerk-Overtime	47,500	23,750
52	2005-0020	Finance-Overtime	47,500	23,750
59	2010-0020	Finance-Overtime	95,000	47,500
64	2005-0020	Revenue-Overtime	142,500	71,250
96	2015-0020	Gen. Svcs.-Overtime	166,250	83,125
102	2035-0020	Gen. Svcs.-Overtime	1,260,650	630,125
106	2005-0020	Bd. of Elec.-Overtime	285,000	142,500
112	1005-0020	Health-Overtime	38,000	19,000
142	2005-0020	Human Svcs.-Overtime	57,000	28,500
200	2005-0020	Inspe. Svcs.-Overtime	23,275	11,637
209	2005-0020	Consumer Svcs.-Overtime	28,500	14,250
214	2005-0020	Animal Care-Overtime	42,750	21,375
222	2005-0020	Streets and San.-OT	36,642	18,321
228	2020-0020	Streets and San.-OT	2,603,000	1,301,500
232	2023-0020	Streets and San.-OT	274,398	137,199
235	2025-0020	Streets and San.-OT	19,000	9,500
237	2030-0020	Streets and San.-OT	213,003	106,502
240	2035-0020	Streets and San.-OT	481,768	240,884
244	2040-0020	Streets and San.-OT	475,000	237,500
246	2047-0020	Streets and San.-OT	60,594	30,297
252	2070-0020	Streets and San.-OT	475,000	237,500
262	2025-0020	Pub. Works-Overtime	28,500	14,250
272	2060-0020	Pub. Works-Overtime	574,750	287,375
276	2062-0020	Pub. Works-Overtime	166,250	83,125
277	2063-0020	Pub. Works-Overtime	351,500	175,750
288	2005-0020	Finance-Overtime	23,750	11,875
304	2007-0020	Water-Overtime	30,000	15,000
314	2020-0020	Water-Overtime	30,000	15,000
316	2025-0020	Water-Overtime	2,000,000	1,000,000
323	2035-0020	Water-Overtime	500,000	250,000
327	2040-0020	Water-Overtime	1,200,000	600,000
337	2005-0020	City Clerk-Overtime	100,000	50,000
341	2015-0020	Streets and San.-OT	20,039	10,019
348	2045-0020	Streets and San.-OT	142,600	71,300
352	2070-0020	Streets and San.-OT	538,000	269,000
354	2025-0020	Pub. Works-Overtime	30,000	15,000
357	2045-0020	Pub. Works-Overtime	93,930	46,965
363	2063-0020	Pub. Works-Overtime	57,000	28,500
375	2005-0020	Sewers-Overtime	1,000,000	500,000
389	2005-0020	Library-Overtime	100,000	50,000
401	2040-0020	Streets and San.-OT	100,000	50,000
113	2010-0020	Aviation-Midwy.-OT	500,000	250,000
422	2040-0020	Pub. Works-Overtime	100,000	50,000
428	2015-0020	Aviation-OHare-OT	4,000,000	2,000,000

CORRECTIONS AND REVISIONS
1989 BUDGET RECOMMENDATIONS

PAGE 4 OF 4

100 - CORPORATE FUND

PG. #	CODE POSITION	NO.	STRIKE AMOUNT	NO.	INSERT AMOUNT
12	9637 ADMIN. ASST.	1	57,295	1	48,455
12	9637 ADMIN. ASST.	1	42,694	1	37,169
13	744 PRESS AIDE	1	40,884	1	35,413
13	9618 PRESS SECRETARY	1	77,772	1	68,970
13	9637 ADMIN. ASST.	2	131,440	2	125,400
13	9637 ADMIN. ASST.	1	65,720	1	57,475
13	9637 ADMIN. ASST.	1	50,893	1	44,354
13	9637 ADMIN. ASST.	1	44,578	1	29,105
13	9639 ASST. TO MAYOR	1	66,813	1	57,475
13	9642 DEP. PRESS SECRETARY	1	56,949	1	52,250
13	9670 DIRECTOR - I.G.A.	1	85,437	1	81,510
13	9882 ASST. ADMIN. SECRETARY	1	35,592	1	27,751
13	9891 OFFICE ADMINISTRATOR	1	53,158	1	44,354
13	9894 DEP. CHIEF ADMIN. OFF.	1	85,848	1	80,465
13	9895 MAYOR'S ADMIN. OFFICER	1	96,960	1	88,825
16	9661 DIRECTOR - C.F.O.	1	86,050	1	80,465
17	9656 DEP. DIRECTOR	1	70,000	1	62,700
26	9710 DEP. DIRECTOR	1	40,410	1	38,912
42	9664 COMMISSIONER	1	78,750	1	74,195
48	9873 1ST DEP. COMMISSIONER	1	57,742	1	48,455
49	9870 DEP. DIRECTOR (FINE ARTS)	1	48,000	1	44,354
53	9647 CITY COMPTROLLER	1	84,050	1	80,465
65	213 DIRECTOR	1	76,600	1	70,015
81	9691 COMMISSIONER	1	78,750	1	73,150
87	1556 DEP. PURCHASING AGENT	1	57,357	1	55,385
87	1556 DEP. PURCHASING AGENT	1	54,603	1	48,455
91	9874 COMMISSIONER	1	80,974	1	74,195
91	9875 1ST DEP. COMMISSIONER	1	68,700	1	62,700
107	9994 ATTY. OF ELECTIONS	1	68,468	1	65,045
113	9687 COMMISSIONER	1	86,050	1	83,600
143	9706 COMMISSIONER	1	80,974	1	80,465
143	9860 DEP. COMMISSIONER	2	112,400	2	110,603
198	9634 DIRECTOR	1	45,800	1	44,354
201	9625 DEP. COMMISSIONER	2	120,100	2	112,760
201	9663 COMMISSIONER	1	68,700	1	67,925
214	9650 EXEC. DIRECTOR	1	52,450	1	48,455
235	5048 GEN'L. SUPERINTENDENT	1	53,448	1	52,919
235	8177 DEP. GEN'L. SUPERINTENDENT	1	51,144	1	46,360
235	8177 DEP. GEN'L. SUPERINTENDENT	1	46,836	1	38,912
235	8182 DEP. GEN'L. SUPERINTENDENT	1	53,448	1	52,919
235	8275 1ST DEP. COMMISSIONER	1	78,750	1	71,060
235	8277 DEP. COMMISSIONER	1	64,200	1	60,610
235	9675 COMMISSIONER	1	86,050	1	84,645
257	5936 1ST DEP. COMMISSIONER	1	78,750	1	71,060
257	9665 COMMISSIONER	1	86,050	1	83,600
260	5938 DEP. COMMISSIONER	1	64,200	1	56,380
263	5926 CITY ENGINEER	1	68,700	1	62,700

(Continued from page 23604)

Alderman T. Evans then presented the following proposed amendment to the 1989 Annual Appropriation Ordinance, as amended:

WHEREAS, The City of Chicago is operating with an excess of personnel required to deliver services to the citizens of the City; and

WHEREAS, The City of Chicago is in need of greater control of expenditures in order to practice more sound fiscal management; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City's 1989 budget be amended such that all city positions vacant as of November 1, 1988 be abolished.

SECTION 2. This ordinance shall take effect on January 1, 1989.

Alderman Beavers moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Carter, Langford, Streeter, Jones, Krystyniak, Henry, Butler, Hagopian, Austin, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Stone -- 20.

Nays -- Aldermen T. Evans, Bloom, Burke, Garcia, Smith, Davis, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 11.

MISCELLANEOUS BUSINESS.

Tabled -- AMENDMENT OF MUNICIPAL CODE CHAPTER 10 BY
ADDITION OF NEW SECTIONS 10-9 THROUGH 10-12
TO CREATE REVENUE PLANNING COMMISSION.

Alderman T. Evans submitted the following proposed ordinance:

WHEREAS, The City of Chicago is experiencing fluctuating levels of funding from the federal and state governments; and

WHEREAS, The City of Chicago is experiencing fluctuating levels of local funding; and

WHEREAS, To assure against unnecessary increases in city property, utility and business taxes, efficient long-term management is essential; and

WHEREAS, Continued reliance upon increased user and license fees is a disincentive to economic growth and a burden upon the citizens of Chicago; and

WHEREAS, The creation of a Revenue Planning Commission would facilitate long-term planning of City Revenues, resulting in greater efficiency, effectiveness and stability; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago's Municipal Code Section is hereby amended by adding new Sections 10-9 through 10-12 in italics as follows:

10-9 The Mayor of the City of Chicago is hereby authorized to create a Revenue Planning Commission; hereinafter referred to as "Commission". The purpose of the Commission shall be to review the efficiency, effectiveness, and reliability of revenue characteristics and their continually changing impact on taxpayers. The Commission shall also identify permanent erosion and downtrends in the City's revenue base and recommend replacement revenue options so that the City could rely on a reasonably stable financing stream. The major objectives of the Commission should be to establish and maintain fairness in the tax structure and stability of revenue streams.

10-10 Said Commission shall consist of a nine member board of directors. The Mayor is authorized to select the board members subject to City Council approval. The Mayor shall select the board members from the following segments of the Chicago Community:

- (A) Three members from the Chicago business community.*
- (B) Three members from interested not-for-profit community groups.*
- (C) The City of Chicago's Director of Revenue, Comptroller, and Budget Director shall also serve on said Commission.*

10-11 In order to promote continuity of policy making and long-term planning between successive administrations, the community and business members shall serve staggered six year terms. Initially, the business community representatives shall serve three year terms and the not-for-profit representatives shall serve two year terms.

10-12 The Commission is authorized to promulgate bylaws and rules to govern its deliberations, subject to the approval by the Mayor and the requirement that the Commission shall provide annual written analysis of the City's revenue projections to the City Council members. The Commission shall also serve as advisor to the Directors of Budget and Revenue doing the drafting of the City's Annual Corporate Budget ordinance.

SECTION 2. This ordinance shall take effect upon passage.

Alderman Beavers moved to *Lay on the Table* the foregoing proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Carter, Langford, Streeter, Jones, Krystyniak, Henry, Butler, Hagopian, Austin, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Stone -- 20.

Nays -- Aldermen T. Evans, Bloom, Burke, Garcia, Smith, Davis, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 11.

Tabled -- AMENDMENT OF MUNICIPAL CODE BY ADDITION OF
NEW CHAPTER 201 RELATING TO EMPLOYEE
OVERTIME.

Alderman T. Evans presented the following proposed ordinance:

WHEREAS, There is a need to provide the citizens of Chicago with efficient and cost effective services; and

WHEREAS, Approximately 48 million dollars has been requested for overtime in the fiscal 1989 Chicago budget; representing an 11.5 percent increase over the 1988 fiscal budget; and

WHEREAS, Civic organizations and concerned business leaders have identified the need for management systems to eliminate overtime abuses; and

WHEREAS, Abuses of overtime payments to city employees results in waste and inefficiency; and

WHEREAS, Sound management, accountability and planning are necessary to eliminate overtime abuses and save the cost thereof; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding a new Chapter 201 in italics as follows:

Section 1. All overtime accounts within the corporate budget are hereby transferred into Finance General;

Section 2. The Mayor is authorized to require the Chief Operating Officer to monitor the usage of overtime in all city departments. The Chief Operating Officer shall require each department to submit quarterly written request for overtime authorization. Said overtime authorization request shall detail the following:

- (a) number of employees required*
- (b) hourly rates*
- (c) estimate of hours required*
- (d) description of services to be performed*
- (e) reasonable estimates for emergencies and contingencies*
- (f) total costs of overtime request.*

Section 3. The Chief Executive Officer must approve and authorize each department's request prior to each quarter.

Section 4. In the event that emergencies threatening the public's welfare arise or greater efficiency or project cost saving would be realized by spending overtime in excess of the amounts previously authorized, the department heads may request additional overtime funding.

Section 5. In order to encourage efficient overtime usage and reduced cost, all responsible executive managers, including, but not limited to, commissioners, deputies and directors, shall be evaluated and compensated in part based upon their efficient usage of allotted overtime. Said evaluation shall be based upon written standards to be established by the Department of Personnel and the Mayor's office.

SECTION 2. This ordinance shall take effect upon its passage.

Alderman Beavers moved to *Lay on the Table* the foregoing proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Robinson, Beavers, Caldwell, Huels, Carter, Langford, Streeter, Jones, Krystyniak, Henry, Butler, Hagopian, Austin, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Stone -- 20.

Nays -- Alderman T. Evans, Bloom, Burke, Garcia, Smith, Davis, Figueroa, Eisendrath, Shiller, Osterman, Orr -- 11.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON
OCTOBER 28, 1987 CORRECTED.

Alderman Caldwell moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, October 28, 1987, as follows:

Page 5627 -- by deleting the parenthetical phrase "(includes a maximum of 35 spaces, non-accessory, for neighborhood use)" appearing on the eighteenth and nineteenth lines from the top of the page and inserting in lieu thereof "(a minimum of 24 spaces for neighborhood use which is non-accessory)".

Page 5642 -- by deleting the number "66" appearing on the tenth line from the bottom of the page and inserting in lieu thereof the number "45".

The motion to correct *Prevailed* by a viva voce vote.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON
JUNE 22, 1988 CORRECTED.

Alderman Caldwell moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 22, 1988, as follows:

Page 14837 -- by deleting the word "total" appearing on the fourth line from the bottom of the page and inserting in lieu thereof the words "maximum F.A.R."

Page 14838 -- by deleting the percentage designations "42%" and "21%" appearing on the fourteenth line from the bottom of the page and inserting in lieu thereof the percentage designations "21%" and "42%".

The motion to correct *Prevailed* by a viva voce vote.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON
NOVEMBER 16, 1988 CORRECTED.

Alderman Caldwell moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, November 16, 1988, as follows:

Page 19321 -- by deleting the zoning district designation "B2-4 Restricted Retail District" appearing on the second and third lines from the bottom of the page and inserting in lieu thereof "R6 General Residence District".

Page 19322 -- by deleting the zoning district designation "R3 General Residence District" appearing on the third line from the top of the page and inserting in lieu thereof "B2-4 Restricted Retail District".

Page 19330 and 19331 -- by deleting the Institutional Planned Development No. ____ Plan of Development Statements appearing on pages 19330 and 19331 and inserting in lieu thereof the following:

"Institutional Planned Development No. ____

Plan Of Development

Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 92,422 square feet of real property exclusive of right-of-ways, which is depicted in the attached Property Line Map and is owned or controlled by the applicant, U.H.S. of Belmont, Incorporated, doing business as Belmont Community Hospital, 4058 West Melrose Street, Chicago, Illinois 60641.
2. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map; a generalized land use map; and a table of use and bulk regulations and related controls is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.
3. The following uses shall be permitted within the Planned Development: hospital, medical offices, related uses, telecommunications and satellite

receiving dishes, parking and loading, subject to such limits, maximum and minimum, as are set forth in the Table of Use and Bulk Regulations and Related Controls made a part of this Plan of Development. Laboratories and research facilities contained therein shall be governed by the M1 Restricted Manufacturing District performance standards.

4. Any dedication or vacation of streets and alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
5. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.
6. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.
7. The hospital parking requirements provided for in this Planned Development have been calculated based on the number of licensed beds, total peak staff employees and doctors. If, after the effective date of this Planned Development, the applicant, its successors or assigns, expands its operations thereby increasing any of these standards by more than fifteen percent, then the required off-street parking shall be increased in accordance with the R-4 regulations in effect on the effective date hereof. Any additional off-street parking required under this statement may be provided on land owned or controlled by the applicant, its successor or assigns, and within 500 feet of the use served.
8. Suitable landscaping and/or screening shall be provided west of North Karlov Avenue along West Melrose Street and West School Street.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Zoning. Temporary signs such as construction and marketing signs also are permitted. No advertising signs are permitted.
10. The applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof."

Pages 19347 and 19348 -- by deleting the Institutional Planned Development No. 137, as amended, Planned Development Use and Bulk Regulation and Data appearing on pages 19347 and 19348 and inserting in lieu thereof the following:

"Institutional Planned Development No. 137, As Amended.

Planned Development

Use And Bulk Regulations And Data.

(Site)	Net Site Area Sq. Ft. (Acres)	General Description Of Land Use	Max. Floor Area Ratio	Max % Of Land Covered
A	83,704.2 1.92	305-Bed Nursing Home Off-street parking facilities Off-street loading facilities	1.5	35%
B	82,377.6 1.89	225-Bed Nursing Home Off-street parking facilities Off-street loading facilities	1.5	40%
TOTAL:	166,081.8 3.81			

Note: The Net Site Area for Site A and Site B include the vacated South Yale Avenue and the vacated South Princeton Avenue, respectively.

(Site) Gross Site Area = Net Site Area + Area Of Public Streets And Alleys.

A	106,915.7	83,704.2	+	23,211.5
B	99,856.2	82,377.6	+	17,478.6

Maximum permitted F.A.R. for Total Net Site Area: 1.5

Estimated population:

Site A	305 beds 1 doctor in residence 30 maximum no. of employees in any one shift
Site B	225 beds 1 doctor in residence 30 maximum no. employees in any one shift

Minimum number of off-street parking spaces:

Site A	63 Regular <u>2</u> Handicapped 65	Site B	50 Regular <u>3</u> Handicapped 53
--------	--	--------	--

Maximum number of off-street loading spaces: Site A = 1 Site 3 = 1

Minimum setbacks:	Site A	Site B
Boundary and front yard:	25 feet	25 feet
Boundary and side yard:	8 feet	8 feet
Boundary and rear yard:	35 feet	15 feet

Maximum percent of land covered for Total Net Site Area: 37.5

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related existing structures, or when necessary because of technical reasons subject to the approval of the Department of Planning".

Page 19475 -- by inserting the following language immediately after the last line on the page:

"Plan of Development attached to this ordinance reads as follows:

Residential-Business Planned Development

Statements.

1. The area delineated herein as "Residential-Business Planned Development" is owned or controlled by Banbury Development, Incorporated.
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees, or grantees.
3. Use of land will consist of Residential units, hotel rooms, office and commercial uses, commercial recreational uses, including a swimming pool and health club, an earth station receiving dish, accessory and non-accessory off-street parking and related uses.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. Advertising signs are permitted.

8. The height restriction of any building or any appurtenance attached hereto shall be subject to:
- a. height limitations as certified on form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City of Community Development, Department of Aviation, and Department of Law, and approved by the City Council.
9. The following information sets forth data concerning the property in said development and generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning.

Planned Development Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Residential-Business Planned Development No. _____

Planned Development

Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Use	Number Of Dwelling Units	Max. Floor Area Ratio	Max. % Of Land Coverage
45,149 sq. ft. 1.04 acres	Dwelling units recreational uses (including a	342	9.95	100 percent at grade;

Net Site Area	General Description Of Land Use	Number Of Dwelling Units	Max. Floor Area Ratio	Max. % Of Land Coverage
	swimming pool and a health club), business and commercial uses, off-street parking and an earth station receiving dish			22 percent at 95 feet above grade

Net Site Area = 45,149 square feet

Gross Site Area = Net Site Area + Area Of Public Streets And Alleys

1.52 acres, 66,068 square feet = 45,149 square feet + 20,919 square feet

Maximum permitted floor area ratio:	9.95
Maximum number of dwelling units: (including maximum 50% efficiency units)	342
Maximum number of square feet devoted to business uses: (including 52,000 square feet in health club use)	170,000 square feet
Minimum number of off-street parking spaces:	320
Maximum percentage of land covered:	
At Grade:	100 percent
At 95 feet Above Grade:	22 percent
Minimum number of off-street loading docks:	4

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

General Land Use Plan, Property Line Map and Right-of-Way Adjustment, and Existing Zoning and Preferential Street System Map read as follows:"

[General Land Use Plan, Property Line and Right-of-Way Adjustment,
and Existing Zoning and Preferential Street System
Map incorporated within this amendment
printed on pages 23622 through 23624
of this Journal.]

The motion to correct *Prevailed* by a viva voce vote.

PRESENCE OF VISITORS NOTED.

The Honorable Eugene Sawyer, Acting Mayor, called the Council's attention to the presence of the following visitors:

Freshmen Honor Roll Students from Julian High School.

Harlan High School Students, accompanied by Ms. Linda Cole.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Natarus presented a proposed ordinance which reads as follows:

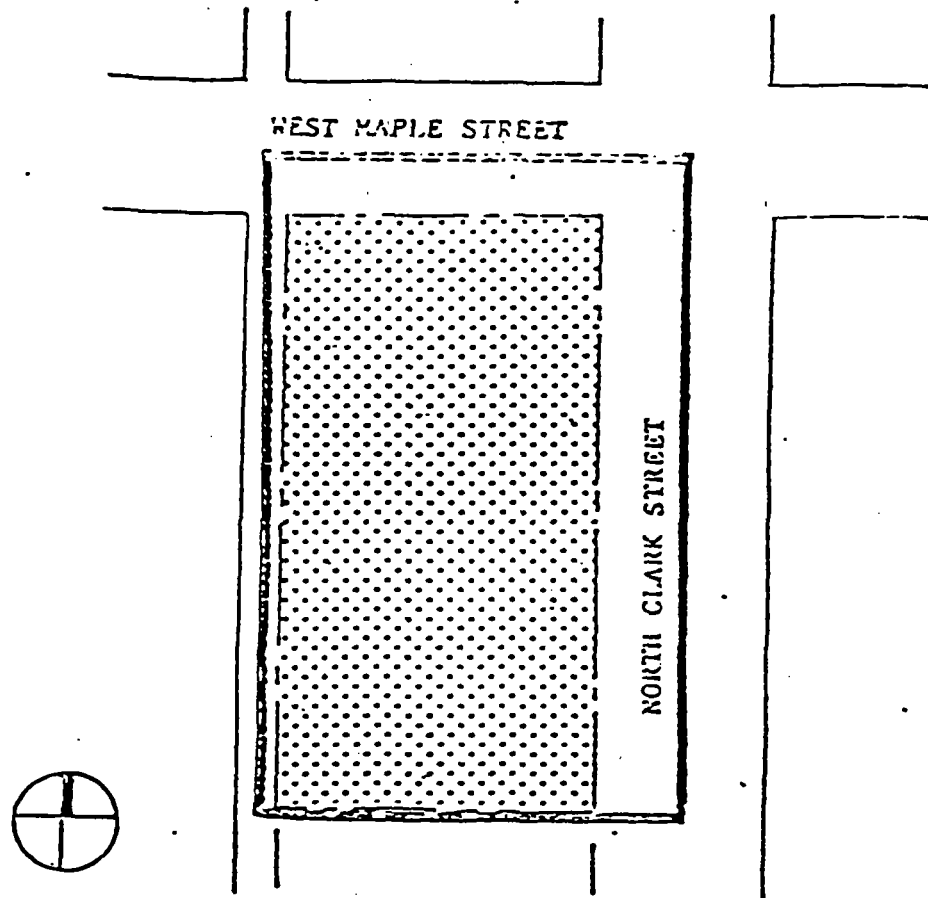
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-first (21st) day of December, 1988, at 10:00 A.M. be and the same is hereby fixed to be held on Wednesday, the eighteenth (18th) day of January, 1989, at 10:00 A.M., in the Council Chamber in City Hall.

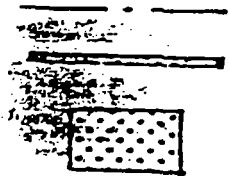
SECTION 2. This ordinance shall take effect and be in force from and after its passage.

(Continued on page 23625)

RESIDENTIAL--BUSINESS PLANNED DEVELOPMENT NO.
GENERALIZED LAND USE PLAN



LEGEND:



Property Lines

Planned Development Boundary

Dwelling units, recreational uses (including a swimming pool and a health club), business and commercial uses, off-street parking and an earth station receiving dish.

APPLICANT: Banbury Development, Inc.

ADDRESS: 101-113 W. Maple Street/1010-1038 N. Clark

DATE: July 12, 1988

Revised: October 13, 1988

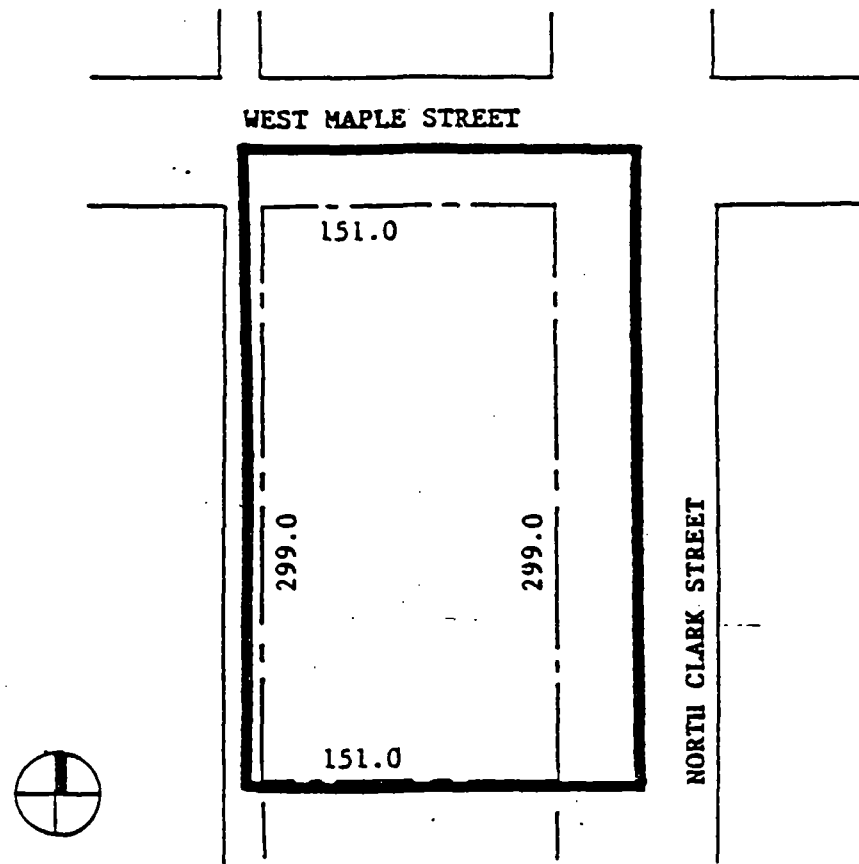
12/21/88

MISCELLANEOUS BUSINESS

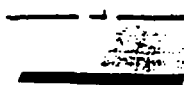
23623

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. _____

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



LEGEND



Property Lines

Planned Development Boundary

APPLICANT: Banbury Development, Inc.

ADDRESS: 101-113 W. Maple Street/1010-1038 N. Clark Street

DATE: July 12, 1988

(Continued from page 23621)

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Natarus moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, January 18, 1989, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.