City of Chicago
Office of the City Clerk

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Referred to Committees at the Chicago City Council Meeting 7/30/2014
Section 1a - Mayoral Introductions

	File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Collective Bargaining				
1	O2014-5887	Collective bargaining agreement with Illinois Nurses Association	Emanuel (Mayor)	Workforce Development
2	O2014-6121	Collective bargaining agreement with American Federation of State, County and Municipal Employees, Council 31	Emanuel (Mayor)	Workforce Development
Agreement(s) - Intergovernmental				
3	O2014-5829	Intergovernmental agreement with Chicago Housing Authority for sharing of case information	Emanuel (Mayor)	Budget
4	O2014-6327	Intergovernmental agreement with Chicago Park District regarding Tax Increment Financing assistance for Amundsen Park	Emanuel (Mayor)	Finance
Agreement(s) - License				
5	O2014-5825	License agreement with Village of Elmwood Park for use of City-owned property at 4201 N Oak Park Ave	Emanuel (Mayor)	Housing
Appointment(s)				
6	A2014-74	Appointment of Henry M. Leahy as member of Board of Examiners of Mason Contractors	Emanuel (Mayor)	Zoning
7	A2014-75	Appointment of Luciano Padilla, Jr. as member of Board of Examiners of Mason Contractors	Emanuel (Mayor)	Zoning
8	A2014-76	Appointment of Melissa C. Hurley as member of Affirmative Action Advisory Board	Emanuel (Mayor)	Budget
9	A2014-82	Appointment of Reyahd Kazmi as member of Commission on Human Relations	Emanuel (Mayor)	Human Relations
10	A2014-86	Appointment of Cynthia Clemons-Young, M. Dolorine Lopez, Jonas A. Miglinas and Brenda E. Justice as members of Special Service Area No. 14, Marquette Park Commission	Emanuel (Mayor)	Finance
11	A2014-87	Appointment of Patricia E. Nelson, Alice Polk and Stephanie Sherman-Ratliff as members of Special Service Area No. 14, Marquette Park Commission	Emanuel (Mayor)	Finance
12	A2014-88	Appointment of Jeremy M. Wechsler as member of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor)	Finance
13	A2014-89	Appointment of Judy Erwin as member of Special Service Area No. 48, Old Town Commission	Emanuel (Mayor)	Finance

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	File #	Title	Sponsor(s)	Committee Referral
14	A2014-91	Appointment of Jacqueline Jackson as member of Special Service Area No. 61, Hyde Park Commission	Emanuel (Mayor)	Finance

Fund 925 Amendment(s)

15	O2014-6042	Annual Appropriation Ordinance Year 2014 amendment within Fund No. 925 for Chicago Police Department and Department of Transportation	Emanuel (Mayor)	Budget

Municipal Code Amendment(s)

16	O2014-5879	Amendment of Municipal Code Section 4-92-052 regarding requirements for ancillary facilities	Emanuel (Mayor)	License
17	O2014-5889	Amendment of Municipal Code Titles 1, 2 and 4 regarding Chicago minimum wage	Emanuel (Mayor) Burns (4) Harris (8) Beale (9) Balcer (11) Cardenas (12) Burke (14) Thompson (16) Lane (18) Cochran (20) Brookins (21) Chandler (24) Solis (25) Maldonado (26) Burnett (27) Graham (29) Reboyras (30) Austin (34) Colón (35) Sposato (36) Mitts (37) Cullerton (38) O'Connor (40) Pawar (47) Moore (49)	Workforce Development

Open Space Impact Fee(s)

18	O2014-6070	Expenditure of Open Space Impact Fee funds for 43rd Street Pedestrian Bridge Access Park	Emanuel (Mayor)	Special Events

Property - Acquisition

19	O2014-5850	Acquisition of parcels for public use as Runway Protection Zone at Midway International Airport	Emanuel (Mayor)	Aviation

Reappointment(s)

20	A2014-77	Reappointment of Stephanie J. Hickman, Rajiv Khanna, Nancy Kiernan and Arabel A. Rosales as members of Affirmative Action Advisory Board	Emanuel (Mayor)	Budget

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	File #	Title	Sponsor(s)	Committee Referral
21	A2014-78	Reappointment of Sam P. Toia and Sheila O'Grady as member of Zoning Board of Appeals	Emanuel (Mayor)	Zoning
22	A2014-79	Reappointment of Byron T. Brazier and Jose G. Maldonado as members of Public Building Commission	Emanuel (Mayor)	Zoning
23	A2014-80	Reappointment of Mona Noriega as member and chairperson of Commission on Human Relations	Emanuel (Mayor)	Human Relations
24	A2014-81	Reappointment of Leisa Y. Mosley and Curtis J. Tarver II as members of Commission on Human Relations	Emanuel (Mayor)	Human Relations
25	A2014-83	Reappointment of Michael K. Forde, Lynette R. Santiago and Henry V. Wisniewski as members of Illinois International Port District Board	Emanuel (Mayor)	Transportation
26	A2014-84	Reappointment of Charles R. Bowen as member of Illinois International Port District Board	Emanuel (Mayor)	Transportation
27	A2014-85	Reappointment of Larry R. Rogers, Sr. and Paula Wolff as members of Board of Trustees of Community College District No. 508	Emanuel (Mayor)	Education
28	A2014-90	Reappointment of Darlene D. Crawford as member of Special Service Area No. 50, Calumet Heights/Avalon Commission	Emanuel (Mayor)	Finance

Special Service Area(s)

29	O2014-6680	Public hearings to establish and reconstitute various Special Service Areas and amending 2014 Budget and associated Service Provider Agreement for Special Service Area No. 29-2014	Emanuel (Mayor)	Finance
30	O2014-6681	Public hearings to establish and reconstitute various Special Service Areas and amendment of 2014 Budget and associated Service Provider Agreement for Special Service Area No. 43	Emanuel (Mayor)	Finance

City of Chicago

O2014-5887

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Collective bargaining agreement with Illinois Nurses Association
Committee(s) Assignment:	Committee on Workforce Development and Audit

WKFORCE

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance approving a Collective Bargaining Agreement with the Illinois Nurses Association.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The City Council hereby approves an agreement, substantially in the form attached hereto, between the City of Chicago and the Illinois Nurses Association. The Mayor is authorized to execute that agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

City of Chicago

Agreement With The
Illinois Nurses Association

July 1, 2012 -
June 30, 2017

Ratified by City Council effective __________, 2014

City of Chicago
Agreement With The
Illinois Nurses Association

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<u>Appendix and Exhibits</u>

<u>Side Letters</u>

AGREEMENT

Agreement entered into as of the 1st day of July, **2012**, by and between the City of Chicago, an Illinois municipal corporation (herein referred to as the "Employer") and the Illinois Nurses Association (herein referred to as the "Association").

ARTICLE I
RECOGNITION

Section 1.1 Bargaining Unit
The Employer recognizes the Association as the exclusive bargaining representative for all full time and part time registered nurses (herein referred to as "nurse") employed by the Employer, in the following job classifications, for the purpose of negotiating about wages, hours, and conditions of employment:

Occupational Health Nurse	Nurse Practitioner
Public Health Nurse I	Public Health Nurse I - Hourly
Public Health Nurse II	Public Health Nurse Temporary

Should the parties agree that other titles appropriately belong in the bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit, even if there are no incumbents in the title at the time. Such stipulation shall be filed with the Local Labor Relations Board in accordance with its procedures. In the event that the Employer establishes any new job classification to perform nursing work, the Employer will promptly notify the Association of its decision, and, upon request from the Association, meet and discuss any issue as to whether the new classification appropriately belongs in the bargaining unit.

Section 1.2 Exclusions
Excluded from the bargaining unit are all managerial, supervisory, confidential, and exempt, and emergency employees, as defined by the City of Chicago Personnel Rules and Illinois Public Labor Relations Act.

ARTICLE II
MANAGEMENT'S RIGHTS

Section 2.1 Management's Rights
It is agreed that the Association and the nurses will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible and uninterrupted operation of the City. The Association 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 City and administration thereof, and the right:

a. to determine the organization and operation of the Employer and any department or agency thereof;

b. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;

c. to set reasonable standards for the services to be offered to the public;

d. to direct its employees, including the right to assign work and overtime;

e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule its nurses;

f. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve nurses from duties because of the lack of work or funds or other proper reasons;

g. to contract out work;

h. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;

i. to establish, modify, combine or abolish job positions and classifications;

j. to add, delete or alter methods of operation, equipment or facilities;

k. to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;

l. to establish, implement and maintain an effective internal control program;

m. to suspend, demote, discharge, or take other disciplinary action against nurses for just cause; and

n. to add to, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to internal or external review, provided that none of these rights is exercised contrary to or inconsistent with other terms of this Agreement.

Section 2.2 Rules and Regulations
The Employer shall have the right to make, and from time to time change, reasonable rules and regulations and to require employees' compliance therewith upon **fourteen (14) days** notification **to the Association**.

Section 2.3 Caseload Standards
The Employer has the right to establish reasonable caseload or other objective productivity standards. Prior to establishing or changing such standards, the Employer will provide written notification to the Association. If requested by the Association, the Employer will meet with the Association to discuss such new standards.

ARTICLE III
HOURS OF WORK

Section 3.1 Workday
The normal workday begins at 8:00 a.m. one day and ends at 8:00 a.m. the following day.

Section 3.2 Workweek
The normal workweek begins at 8:00 a.m. on Monday and ends at 8:00 a.m. the following Monday.

Section 3.3 Changes
The Employer may change the time of its normal workday or workweek upon **at least three (3) days'** prior notice to, and upon request, discussion with the Association. **In the case of a Public Health emergency or City-wide outbreak, the notice and discussion provisions above shall not apply. In such emergencies, the City will provide twenty-four hour notice to the Association, if possible, and such notice will contain the name(s) of the bargaining unit employees impacted by the change.**

Section 3.4 Operating Shifts

The Employer may set up schedules for the various work shifts, as required. Each shift shall consist of seven (7) hours of work, an unpaid lunch period of one (1) hour and two (2) paid fifteen (15) minute rest periods.

Section 3.5 Overtime

a. Nurses shall be required to work reasonable overtime hours, as a condition of continued employment, whenever requested by the Employer to do so. The Employer shall make a reasonable effort to give nurses advance notice when they are to be required to work overtime.

b. When nurses are required by the Employer to work a sixth or seventh day in the same work week, they shall be compensated at 1½ times the regular hourly rate, provided that, in either case, the nurse has not less than thirty-five (35) hours worked during that work week.

c. All other hours worked approved under Employer rules in excess of thirty-five (35) hours worked in a workweek required of a nurse by reason of the nurse's regular duty, whether of an emergency nature or of a non-emergency nature, shall be compensated for on an hour-for-hour basis, on the basis of completed fifteen (15) minute segments.

d. All overtime earned under this section shall be compensated in the form of cash, unless the employee elects to be compensated in the form of compensatory time at the time the overtime is earned. Notice of said election must be provided by the employee to the Employer's designated representative by no later than the first regular workday following the date on which the overtime was earned.

e. All compensatory time must be used on or before December 31 of the calendar year in which it is earned, subject to the Employer's operational needs and scheduling requirements. If any compensatory time is not used by December 31 of the calendar year in which it is earned, the employee will be compensated for said time earned in the form of cash instead of compensatory time. Notwithstanding the foregoing, any compensatory time earned in December of any year may be used on or before March 31 of the following calendar year, subject to the Employer's operational needs and scheduling requirements. If any compensatory time earned in December is not used by March 31 of the following calendar year, the employee will be compensated for said time earned in the form of cash instead of compensatory time.

f. For the purposes of this Section 3.5, the term "hours worked" shall include, in addition to hours actually worked, paid excused absences taken in accordance with Sections 5.1 (Holidays) and 5.2 (Vacations) of this Agreement, as well as unpaid furlough days taken pursuant to Section 3.7 of this Agreement.

Section 3.6 No Guarantee or Limitation of Work

Nothing in this Agreement shall be construed as a guarantee or limitation on the number of hours to be worked per day, per week, or for any other period of time, except only as specifically provided in Section 3.8 of this Agreement.

Section 3.7 Furlough Days

Employees shall be eligible to participate in the Employer's Voluntary Unpaid Furlough Program, under the same terms and conditions applicable to all non-represented City employees, which terms and conditions may be subject to change from time to time. The current terms of the Voluntary Unpaid Furlough Program are described in part G of the City's Salary Resolution. It is understood and agreed that the City's decision to grant or deny any request for unpaid furlough time is entirely discretionary, and the City's determination as to what is in the best interests of maintaining its operations will always take precedence. The parties further understand and agree that all aspects of the City's Voluntary Unpaid Furlough Program, including the City's decision to grant or deny any unpaid furlough day request, are excluded from the grievance and arbitration provisions of Article 7 of this Agreement.

Section 3.8 Reporting Pay

A nurse who reports for work at her/his assigned day and starting time, without having been previously notified at his/her last known address or telephone number, as recorded in the personnel file, at least three (3) hours prior to starting time to report, shall be given a minimum of two (2) hours work or two (2) hours pay. However, the foregoing obligation shall not apply in the event the failure to provide work is because of an emergency, an Act of God, a failure of heat, light or power, or by any other cause beyond the control of the City. The nurse must accept any nursing job to which she/he may be assigned.

Section 3.9 Call-in Pay

Employees called in to work hours outside their scheduled work hours, where the call-in hours are not contiguous to the beginning or end of the employee's scheduled work day, shall receive a minimum of two (2) hours pay at the appropriate rate for such call-in hours, beginning from the time they arrive at the designated work location.

ARTICLE IV
WAGES, UNIFORM ALLOWANCE AND INSURANCE

Section 4.1 Rates

a. Effective 30 days following ratification and approval of this Agreement, all employees in the bargaining unit who are on the payroll on said date will be paid a lump-sum bonus, payment, which will not be included in base pay or as a salary increase or adjustment under the salary schedule in the amount of $700.

b. Effective on the following dates, the City will make the wage adjustments listed below for each step of each grade of the salary schedules for regular full-time registered nurses and regular part-time registered nurses:

Effective 1/1/14 1.0%
Effective 7/1/14 1.0%
Effective 1/1/15 1.50%
Effective 1/1/16 1.25%
Effective 1/1/17 1.25%

Section 4.2 Part Time Nurse's Wages

The rates of salary for part time nurses in the attached Exhibits H-N are by reference made part of this Agreement for all purposes.

Section 4.3 Pay During Absence

All leaves of absence or other time off shall be without pay except as otherwise expressly provided in Article V of this Agreement.

Section 4.4 Pay on Promotion or Transfer

Nurses promoted or transferred to a different job title shall be compensated in accordance with the then current Regulations Governing the Administration of the Compensation Plan and Employee benefits for Classified Positions Set Forth in the Annual Appropriation Ordinance.

Section 4.5 No Pay During Strikes or Lockout

Nurses shall not be entitled to any wages or benefits whatsoever if, despite all efforts to maintain peace, they are engaged in a strike, work stoppage, walkout or other interruption of work, or are locked out by the Employer.

Section 4.6 Uniform Allowance

Each nurse will receive a uniform allowance of $500 per year, beginning in calendar year 2000. Beginning in calendar year 2006, the uniform allowance will be increased to $600 per year. Nurses may purchase uniforms from the store of their choice, provided, however, they follow the policies issued by the Employer from time to time.

Section 4.7 Life Insurance

a. The Employer agrees to provide $20,000 Group Term Life Insurance at no cost to the nurse. Effective July 1, 2000, the amount of said insurance will be increased to $25,000. Nurses must complete a City of Chicago Group Term Life Insurance enrollment form set, including the employee beneficiary section of the form set, in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the nurse to complete the enrollment form set will result in termination of the nurse's Basic Group Term Life Insurance coverage.

b. The Employer agrees to provide procedures for nurses to purchase Group Term Life Insurance, and Universal Life Insurance, in addition to the basic Group Term Life Insurance coverage described above, at additional cost to the nurse. Such options are outlined in Appendix A of this Agreement.

Section 4.8 Insurance

a. The Employer shall provide to employees and their eligible dependents Group Health, Dental and Vision Care as set forth in Appendix B of this Agreement, subject to Section 4.10 below.

   If any other bargaining unit of employees of the Employer is required to pay less in premium contributions or receive higher benefit levels under the medical care plan, then this unit of employees shall pay the same and/or receive the same benefit levels.

b. Family Coverage

   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.

c. Maintenance of Insurance

   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 the Agreement.

Section 4.9 Plans Administration

The insurance plans are provided through contracts between the Employer and insurance companies and/or plan administrators. These plans, and matters concerning their administration, are not subject to grievance or arbitration. To the extent that there may be any conflict between said plans and this

Agreement, the provisions of the plans shall prevail. Detailed information regarding the plans will be made available upon request at reasonable times.

Section 4.10 Joint Labor Management Cooperation Committee on Health Care

a. The Employer and the Association (the "Parties") agree to participate in the Joint Labor Management Cooperation Committee ("LMCC") negotiated between the Employer and the Coalition of Unionized Public Employees ("COUPE") and created pursuant to applicable state and federal law. The purpose of the LMCC is to research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the term of this Agreement. The Parties shall memorialize their intent to participate in this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of the collective bargaining agreement between the Association and the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Exhibit H.

b. The Trust Agreement shall address, without limitation, the following:

2. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, with half of the Trustees to be appointed by the Employer, and half to be appointed by unions, including the Association, who represent employees of the Employer, and who have also agreed to participate in the LMCC ("Participating Labor Unions").

3. Appointment by the City and Participating Labor Unions of a Co-Chair and Vice Co-chair as designated in the Trust Agreement.

4. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.

5. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

ARTICLE V
ABSENCE FROM WORK

Section 5.1 Holidays

A nurse is eligible for the following holidays:

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

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which shall be granted in accordance with the current practices of the Employer.

a. In order to qualify:

1. A nurse should otherwise have been scheduled to work on such day if it had not been observed as a holiday, or if she/he were not on vacation at that time.

2. Any paid holiday in the pay period shall be counted as a regular working day. If an employee is absent without pay on the last working day preceding or the first working day following such holiday, the holiday shall be considered as an additional day absent without pay.

b. When any of the above listed holidays falls on a Saturday or Sunday, the closest workday, Friday or Monday, will be recognized as the holiday.

c. A nurse who is authorized to work and does work one of the recognized holidays shall be compensated at one and one half (1 ½) times her regular pay (including holiday pay) for all hours worked. In addition, the nurse shall receive an additional hour of pay or an additional hour of compensatory time for each hour worked. This option of pay or compensatory time shall be determined by the Employer.

d. In case a holiday is observed on any work day during a full week of a nurse's regularly scheduled vacation, an additional day off with pay or an additional day's pay, at the Employer's option, shall be allowed for each such holiday.

e. Failure to Report to Work on a Scheduled Holiday
If an employee is scheduled to work on a Holiday and fails to report for work, the employee shall forfeit his/her right to pay for that paid scheduled holiday. An employee may utilize any available time, in accordance with the applicable Employer policy.

Section 5.2 Vacations

a. Each nurse shall have her/his vacation computed on the basis of time earned during the previous year, as follows:

Length of Service	Vacation
Less than 4 years	13 working days
4 to 8 years	18 working days
9 years or more	23 working days

b. Part-time employees who have worked at least 80 hours per month in the prior calendar year shall be granted vacation leave on a pro-rated basis, as follows:

Hours Worked Per Year	Hours of Vacation
1,000	40
916	36
830	33
750	30
666	27
580	23
500	20
416	17
330	13
250	10
166	7
80	4

One extra vacation hour is earned for each 25 hours over minimum hours worked.

c. Vacation leave earned will be determined by dividing the number of months worked in the prior year by twelve (12) and then multiplying by the number of yearly vacation days based on service. Any fraction will be rounded off to the nearest whole number of days. Any month in which the nurse worked for at least 50% of the time shall be credited for purposes of computing vacation leave.

d. On termination a nurse shall be paid for her/his accrued and pro rata vacation, except where she/he was discharged for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol violations on the job, or gross insubordination.)

e. In the event of the death of a nurse while in the employ of the Employer, her/his accrued vacation pay shall be paid to her/his spouse or legal representative. Payment to either shall relieve the Employer from any further liability.

f. By January 31 of each calendar year, nurses may submit their preferences for utilization of vacation time for the ensuing year to the Employer in writing. The request must set forth the beginning and ending date of the desired vacation. In establishing vacation schedules, the Employer shall consider both the nurse's preference and the operating needs of the agency. Where the Employer is unable to grant vacation preferences for all nurses within a position classification within a facility, but is able to grant some, the preferred vacation periods will be granted on the basis of total continuous service.

g. Employees who file their preference by January 31 shall be notified of the vacation schedules not later than April 1 of that vacation year.

<u>Section 5.3 Forfeit of Vacation</u>
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 the employee was unable to take vacation because the employee was on an approved leave of absence, including a duty disability leave of absence, during the vacation period. Notwithstanding the foregoing, if an employee still has unused vacation time during the fourth quarter of the vacation year, the employee upon giving written notification to the Employer before December 15 of the vacation year, may carry over no more than three (3) such days into the next vacation year. All such vacation days deferred in this fashion must be scheduled upon mutual agreement of the Employer and employee and taken before June 30 of the vacation year into which they are carried over. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the 12 months following the date on which the person became disabled, and shall be entitled to use such vacation time within 12 months following their return to work.

<u>Section 5.4 Sick Leave</u>
a. Full time nurses
Each full time nurse may be allotted sick leave with pay for periods not exceeding twelve (12) working days in the aggregate during each calendar year on account of sickness, or related cause of absence, which may be considered by the department head a sufficient and legitimate excuse for the nurse's failure to be present and in attendance upon her

duties. Each nurse appointed after January 1 of the calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31 of that year.

Sick leave credit earned by a nurse subsequent to January 1, 1959, shall accrue to a maximum of two hundred (200) work days at the rate of twelve (12) days per year less days of sick leave used. Sick leave not taken at the time of termination shall cease and end all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable.

b. Effective January 1, 1998 and thereafter, said employees who receive paid sick time shall accrue sick time at the rate of one (1) day on the first day of the month for each month of employment. In the event an employee, or a member of the employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the condition in question. Should the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for that calendar year as if he/she were actively employed. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.

c. Part time nurses shall receive one-half day of paid sick leave for each month where the nurse works eighty-four (84) hours or more, with a maximum accumulation of fifty (50) work days.

<u>Section 5.5 Jury Duty</u>

An employee who serves on a jury or is subject to proper subpoena (except if the employee is party to non-work related 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 for those days which he/she was scheduled to work for the Employer and receives pay or compensatory time for said work.

Section 5.6 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. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five consecutive days **to attend the funeral. The five consecutive days shall include 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, sister-in-law, brother-in-law, grandparents and grandchildren, **court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian**. 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. **Domestic partners are defined as two persons regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six months; are each eighteen years of age or older; not married to anyone; not related by blood closer than would bar marriage in the State of Illinois; and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities. To qualify as a "domestic partner" under this section, the employee must register the domestic partner's name with the City of Chicago.**

Section 5.7 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 employees shall, as a condition precedent to payment, deposit 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 employees shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001 shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty.

Section 5.8 Family and Medical Leave

Bargaining unit employees who have been employed a minimum of twelve (12) months, and who have worked at least 1,250 hours in the preceding twelve (12) months, shall be entitled to up to twelve (12) weeks unpaid leave within a twelve (12) month period for any of the following reasons:

a. For the birth of the employee's child and to care for such child;

b. For the placement of a child with the employee for adoption or foster care;

c. To care for the employee's spouse, child or parent with a serious health condition; and

d. Due to a serious health condition affecting the employee

Nurses may, but are not required, to elect to use accumulated paid vacation and/or unused paid sick leave or other accrued time toward this leave, according to the City's policies.

All such leaves are subject to the provisions of the Family and Medical Leave Act and the regulations thereunder, as well as the policies and procedures of the Employer in effect as of the date of this Agreement.

Such leave is concurrent with, and not in addition to, the unpaid leave provided for above. Employees may elect to substitute any accumulated paid leave for any portion of unpaid FMLA leave, or may take such unpaid FMLA leave following any paid leave for which the employee may be eligible and elects to use.

During any leave taken pursuant to this provision, the employee's health care coverage shall be maintained as if the employee was working, and seniority shall accrue.

The Employer shall pay its portion of the employee's insurance (individual or family) for the time period the employee is on FMLA leave, and the employee shall pay his/her portion of the insurance during that time period.

ARTICLE VI
SERVICE STATUS

Section 6.1 Definition of Seniority of Continuous Service

The term "seniority" and "continuous service" shall mean the same thing **as** they are defined and used in this Agreement. Seniority or continuous service means continuous paid employment from the employee's last date of hire within the bargaining unit without a break or interruption in such paid employment. Employees eligible for duty disability compensation will earn seniority or Continue Service credit.

Service requirements for advancement within the salary ranges of Exhibit A shall have the implication of continuous service with the City of Chicago. For purposes of determining eligibility for longevity pay increases and in determining an employee's vacation benefits, seniority or continuous service shall mean service for the Employer regardless of job title or department.

Section 6.2 Probation

New employees will be regarded as probationary employees for the first six (6) months of employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) days shall extend the probationary period for a period of time equal to the absence. Probationary employees continuing in the service of the employer beyond their probationary period 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 procedure, 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 for 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 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 6.3 Interruption in Service

A. Employees who work a minimum of eighty (80) hours per month shall be credited with Continuous Service for time worked. Continuous Service credit will not be earned for:

1. absences without leave,
2. absences due to suspension,
3. unpaid medical leave of absence of more than one (1) year.

Section 6.4 Break in Service

Seniority or Continuous Service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, notwithstanding the provisions of any ordinance or rule to the contrary, if the employee:

a. quits or resigns,

b. is discharged for cause,

c. retires,

d. is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice.

e. fail to return to work at the expiration of an authorized Leave of Absence, unless there are extenuating circumstances which prohibit the Nurse from returning to work on the expiration of the leave.

f. does not actively work for the Employer for twelve (12) months for any reason except military service, approved Association or medical leave of absence, or duty disability leave.

g. is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began,

h. is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

Section 6.5 Filling Of Permanent Vacancies

a. The Employer shall determine if there is a permanent vacancy to be filled prior to posting of that vacancy.

b. 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 at any time for the remainder of the calendar year. A list of all transfer requests on file for Nurses will be sent to the Association monthly.

c. 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 prior to any notice of posting being sent to the Association, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Association a list of newly transferred employees by Department once a month. Any employee transferred may not seek another transfer for 6 months.

d. When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Association, 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.

e. When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Association, and there are no eligible employees on said recall or reinstatement lists, the Employer shall post the job for bidding.

f. All permanent vacancies covered by this Agreement not filled as provided above shall be posted on a designated bulletin board at each work-site and at other appropriate locations as designated by the Employer. The permanent vacancy shall be posted fourteen (14) calendar days. There shall be written notification to the Illinois Nurses Association of the posting of said vacancies at least one day prior to it being posted. The posting shall contain at least the following: job title, qualifications, hours, work location(s), pay grade and person to whom the job bid should be submitted. The posting shall also include any additional qualifications and duties required by the Employer for the position(s) posted.

g. Any Nurse may apply for any posted position covered by this Agreement by submitting a written bid application during the posting period. Notwithstanding the foregoing, an employee shall not be allowed to bid on his/her own classification within the employee's department.

h. All bidders for permanent vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are determined to be permanently vacant by the Employer. In making selections, the Employer shall give preference to employee applications over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If employees are selected, however, where employee applicants are relatively equally qualified to perform the work required, the Employer shall select the most senior employee of those applying.

The Employer shall determine whether employees are "relatively equally qualified" based upon evidence of performance as shown on the employee's performance evaluation and any other evidence brought to the Employer's attention, experience, training, and proven ability and similar criteria as they relate to the vacancy.

Bidders who are not selected shall be so notified by the Department Head. A copy of the bid list with seniority dates and the name of the successful bidder identified, shall be sent to the Association.

During the posting, bidding and selection process, the Employer may temporarily fill the vacancy.

i. The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the job, or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job.

Section 6.6 Layoff and Recall

(a) The Employer shall notify the Association and the affected **employees** in writing at least **thirty (30)** calendar days in advance of any layoff under this subsection, **except when layoffs occur as a result of grant funds being reduced or eliminated. Where layoffs occur as a result of grant funds being reduced or eliminated and the Employer is unable to give at least thirty (30) calendar days notice, the Employer shall give the Association and the affected employees at least fourteen (14) calendar days notice of any layoff. If, upon receipt of the layoff notice, the Association requests to meet with the Employer to discuss matters relating to the layoff, the Employer will meet with the Association. If a meeting is requested and convened, such meeting will not change the effective date of the layoff.**

(b) Probational, Seasonal, Provisional, Emergency and Temporary Employees shall be terminated prior to any other employees being laid off.

(c) An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded classification, in the Department, which the Employer has deemed vacant, in lieu of layoff, provided the said Employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Said offers shall be by seniority.

(d) The Employer shall provide the Association with a list of the department vacancies, including the hours of work and location, if known, of available positions, prior to any movement of nurses.

(e) Where ability, skill and efficiency are equal, nurses shall be laid off in order of their seniority, provided that the Employer may retain **employees** with special knowledge or skills. Seniority for purpose of layoff shall be **as defined in Section 6.1 of the Agreement**. Laid off **employees** shall be placed on a layoff list subject to the break-in-service provision of this Agreement. The Employer will give preference to laid off **employees** when filling vacancies of equal or lower salary grades, provided said **employees** have the required qualifications and the then present ability to perform the duties required by the Employer. The Employer shall recall **employees** from layoff in the reverse order they were laid off.

(f) Employees shall retain and accumulate seniority and continuous service credit while on layoff.

(g) An employee subject to layoff may displace (bump) the least senior employee, if any, in the most recent lower job title or titles the employee to be laid off has held in the Department, provided the employee bumping has the then present ability to perform the job without further training after a reasonable period of orientation.

(h) Employees shall be recalled in the reverse order of layoff, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation.

(i) **A laid off employee will be allowed to continue his/her City health insurance coverage through the end of the month in which the employee was laid off, plus up to an additional four (4) consecutive months, provided the employee pays his/her regular contribution amount for such health coverage under this Agreement during this period, and provided further that the employee gives proper notice to the City, or the City's designee, of his/her election to continue health coverage under the terms of this paragraph. Said period of continuation of health coverage shall be included in the period of eligibility for continued health coverage under the Public Health Service Act, 42 USC 300bb-1-8.**

Section 6.7 Balancing the Workforce

(a) Prior to taking any action pursuant to this Section, the Employer will notify the Association **in writing** of its intention to balance the workforce and, upon request, **agrees to meet** with the Association. **The written notice may include the number of employees affected, their titles, current locations, and the locations where they may be assigned.** The Employer shall provide fourteen (14) days advance notice to the Union if possible, but in no case less than five (5) working. **Should the Association request to meet with the Employer, said meeting shall take place between the date the Employer provides the Association with advanced notice and the date the balancing of the workforce is scheduled to be implemented. If the meeting does not take place during said time frame because the Association has not made itself available to meet at reasonable times during that time frame, the Employer may proceed to balance the work force as set forth below.**

(b) The Employer's movement of employees from one location, shift or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, 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.

(c) If the Employer intends to reduce the number of employees in a job classification at a location, and reassign them to another location, **the Employer shall select the most senior employee in the job classification in the Department who has a transfer request on file prior to the Employer providing the written notice described in Section 6.7(a). Transfer request is defined as in Section 6.5(b). If there are no employees who have a transfer request on file prior to the Employer providing the written notice pursuant to Section 6.7(a),** 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. Such employees shall also be permitted to volunteer for positions in the job classification(s) at other locations that the Employer has declared vacant, provided that the volunteers have the then present ability to perform the work required without further training.

(d) 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.

(e) An employee being reassigned under this provision may file a transfer request (under the filling of vacancy article) to return to his/her original location. Said request must be made within sixty (60) days of reassignment, shall be valid for a period of eighteen (18) months after date of reassignment, and shall have preference over all other transfer requests for the original location.

Section 6.8 Reassignment

(a) **In addition to the notice requirements in Section 6.6(a) above, when a layoff occurs which may requires an employee or employees to be reassigned to another location, the Employer shall give ten (10) calendar days notice to the Association and the employee(s) occupying the position at issue. The notice shall inform the** employee(s) that as a result of the layoff, the employee(s) may be reassigned. The notice will also provide the effective date of the reassignment and, if known, the location of reassignment.

(b) If the Employer knows that there is more than one location where the employee(s) may be reassigned, the notice will also provide the locations of reassignment. If there is more than one known location of reassignment, the employee (s), in order of seniority, will be allowed to choose among the locations of reassignment. The employee (s) will have forty-eight (48) hours to choose among the locations of reassignment, and the notice will inform the employee (s) to whom they must submit their reassignment selection and by when. If there are multiple locations of reassignment, employees can provide their order of preference for the reassignment selection. If an employee fails to submit their reassignment selection to the Employer representative in the time frame set forth in the notice, or if none of the employee's selections are available when it is employee's opportunity to choose in seniority order, then the Employer will determine that employee's location of reassignment. The employee selecting a location must have the then present ability to perform the work required at the selected location without further training.

(c) The parties acknowledge that locations of reassignments may change after the notice has been provided. If a location of reassignment becomes available after the Employer sends notice, the Employer will inform the Union and affected employees as soon as possible. If a location of reassignment is provided in the notice but becomes unavailable after the notice is given to the Union and affected employees, the Employer will inform the Union and affected employees as soon as possible. The parties understand that nothing in paragraph (c) extends the ten (10) day time frame set forth in paragraph (a) above or the forty-eight (48) hour time frame set forth in paragraph (b) above.

Section 6.9 Detailing

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

Employee(s) shall normally not be detailed for more than **thirty (30)** days, unless the Employer gives notice to the Association of its need to do so and confers with the Association 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 nurses of the requirements for a detailing assignment and shall seek volunteers among the nurses who are qualified to perform the special assignment. If there are more volunteers than needed, selection shall be made on the basis of seniority commencing with the most senior. If there are insufficient volunteers, assignments shall be made from among the nurses within the organizational unit where the detailing is necessary, commencing with the least senior nurse with the present ability to perform the work. The Employer shall rotate such assignments equitably among the available nurses.

In the event of an emergency any limitations of this Section shall be waived for a maximum of **ten (10)** working days. Should any emergency require a waiver of this section beyond **ten (10)** working days, the City shall **agrees to** confer with the Association regarding such extension.

Section 6.**10** Relief in Higher Classification

An employee who is directed to and does perform substantially all of the duties and responsibilities of a higher rated classification within the bargaining unit to the satisfaction of the Employer for five (5) days shall be paid at the higher rate. Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. An employee who is requested by the Employer to assume substantially all of the duties and responsibilities of a higher rated classification outside of the bargaining unit will not be paid at the higher rate, but may accept or decline the assignment.

The time limits for any 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 parties. The Employer shall not arbitrarily remove employees out of the higher classification solely to defeat the purpose of this section.

The Employer will equitably rotate assignments to higher rated jobs 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. In the event the Employer makes a rotational assignment to a higher rated job out of seniority order, the Employer will notify the Association, and, following a request from the Association, will meet and discuss the Employer's rationale for doing so, as well as its plan for rotating such future assignments at that work location.

Section 6.**11** 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-month periods, for a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedure which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

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.

Employees who return from a medical leave of absence within one (1) year shall be reinstated to:

a. their former position if it is vacant: if not
b. a vacant position in the same classification: if none available
c. bump the least senior nurse in the same classification: provided the nurse returning from the Leave of Absence has more seniority than the least senior nurse, who shall be subject to the lay off and recall provisions of Section 6.6.

Section 6.**12** 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 subject to the layoff, recall and break in service provisions of this Agreement.

Employees shall be granted personal leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or nonprofessional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for and duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above. **When an employee applies for a personal leave, the Employer will provide a written response granting or denying the leave application within fourteen (14) calendar days of receiving the application.**

Employees who return from a personal leave of absence within one (1) year shall be reinstated to:

a. their former position if it is vacant: if not
b. a vacant position in the same classification: if none available
c. bump the least senior nurse in the same classification: provided the nurse returning from the Leave of Absence has more seniority than the least senior nurse, who shall be subject to the layoff and recall provisions of Section 6.6.

Section 6.**13** Duty Disability
Any employee who has been granted Duty Disability benefits shall be granted a Leave of Absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If Duty Disability is denied, and such denial is later reversed, the employee shall be paid up to the date the amount the employee was eligible to receive, less any other disability payments received by the employee, subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification, or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off, if the employee had not been on a Leave of Absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted Duty Disability shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

Section 6.**14** Seniority Lists
The Employer shall provide the Association with a seniority list **every six months**. Each month the Employer shall notify the Association of additions and deletions to that list.

Section 6.**15** Reciprocity
Nurses hired prior to July 9, 1985, 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, City Colleges of Chicago, Community College District 508, Public Building Commission of Chicago, Chicago Urban Transportation District, the Chicago Transit Authority, and the Regional Transportation Authority shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary

schedules, provided the above interpretation of continuous service shall apply. Nurses hired after July 9, 1985 who have rendered service to another employer as stated above shall not have the period of such service credited and counted for the purpose of advancement within longevity salary schedules.

Section 6.**16** Reduction from Full Time to Part Time Status

Nurses will not be reduced from full-time to part-time status solely to avoid the payment of fringe benefits under this Agreement. It is recognized, however, that Nurses may continue to voluntarily request such reduction in status for personal reasons.

Section 6.**17** Classification Changes

The Employer shall have the right to increase or decrease the working force, to eliminate, change or combine job classifications in whole or in part, and to establish new job classifications as the Employer may determine to be necessary from time to time for the efficient conduct of its business. The Employer shall notify the Association of the establishment of a new job classification arguably within the bargaining unit. The Employer shall set the wage rate for the new job classification. Upon request, the Employer will discuss the new rate with the Association. If the Association does not agree with the new rate set by the Employer, the Association may grieve the Employer's decision through the grievance and arbitration procedure under this agreement.

Section 6.**18** Temporary Nurses

a. The Employer will meet with representatives of the Illinois Nurses Association (INA) within sixty (60) days of ratification of the Collective Bargaining Agreement to discuss creation of a Temporary Registered Nurses pool of eligible applicants. This pool will be created as soon as practicable after ratification.

b. Nurses shall be selected in a manner consistent with the Employer's hiring policies and procedures. The Employer will endeavor to use these nurses for relief personnel in the cases of vacation, sickness, program start-up, leaves of absence or other temporary relief.

c. Nurses will notify the Employer of their work availability. Thereafter, they shall notify the Employer of any changes in writing. Failure to do so may result in removal from the pool.

d. Nurses will receive a professional orientation.

e. Prior to utilizing this Temporary Nurses Agreement for a special event or program, the Employer will seek volunteers from among current employees who have the then present ability to perform the required duties of the special event or program, and, if the use of said volunteers does not hinder the operational needs of the Employer. Employees will be given reasonable advance notice of special events or programs in order to volunteer. When possible upon request of the INA, the department will meet and discuss the selection of volunteers. If there are more volunteers than assignments, the Employer shall select the most qualified employee who can perform the required duties of the special event or program. Between equally qualified employees, the more senior shall be selected.

f. Nurses will be paid at the straight time rate for all work performed up to and including forty (40) hours per week and for all hours on a holiday. Said individuals will be paid at one and one-half the straight rate of pay for all hours worked in excess of forty (40) hours.

g. The Association will be notified quarterly of the employees working under this Agreement. Further information on the work schedules will be provided to INA upon request.

h. Temporary Nurses will not be and shall not attain Career Service or Probationary Career Service status. Said employees are not eligible for any other compensation or benefits other than those enumerated above.

i. Individuals performing work under this Agreement shall not perform work in any assignment for longer than one-hundred twenty (120) calendar days. The time period for such said individual may be extended by mutual agreement of the parties. The Employer agrees that it will not use temporary nurses under this Section in a way which will displace any regular employees covered under this Agreement, or which will otherwise eliminate any bargaining unit position.

j. The City and the INA shall meet within thirty (30) days of the ratification of the Collective Bargaining Agreement to discuss and agree upon a dues check off/fair share provision.

k. The hourly rate of pay shall be $32.00, effective on the first day of the first payroll period following the date of final ratification of the Agreement.

ARTICLE VII

GRIEVANCE AND ARBITRATION

Section 7.1 Discipline

(a) **All disciplinary actions, up to and including discharge, shall be subject to review only under the applicable grievance and arbitration procedures provided in Article 7. Such contractual review procedures shall be the sole and exclusive means for review of any and all such disciplinary actions, and no review of any such disciplinary action shall be available before the City's Human Resources Board or Police Board. An employee who may be subject to disciplinary action for any impropriety has the right to ask for an Association representative to be present at any interrogation or hearings.**

(b) 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. Discipline shall be for just cause and principles of progressive discipline shall apply as set forth in the Personnel Rules of the City of Chicago. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter. In cases of oral warning, 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 Association is legally entitled to receive.

If the employee requests the presence of an Association representative at a meeting, one will be provided, if readily available, within a reasonable time period who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer will notify the **Association's** office in writing of the pre-disciplinary meeting at the time the Employer notifies the employee. The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The

Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Section 7.1(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 Association 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.

(c) Conduct of Disciplinary Investigations

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location, but not at a police station.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided, without unreasonable delay, with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Association. The employee shall be told that he/she has the right to Association representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action.

O. Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

Should during the life of this Agreement the City Council enact an ordinance which transfers the investigative authority of the Inspector General to another City Department or agency, the provisions of this Section shall be deemed to be applicable to that Department or agency.

Section 7.2 Predisciplinary Procedures

Section 7.2(a) Grievance Procedure

1. Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, and disciplinary actions of suspensions of over thirty (30) days and discharges, shall be excluded from this grievance procedure. Suspensions of over thirty (30) days and discharges shall be governed exclusively by the terms of Section 7.2(b) below. Disciplinary cases which are converted from a discharge to a suspension as a result of a decision of the Human Resources or Police Board do not thereafter become arbitrable as a result of said decision.

2. Except as set forth in Sections 7.2(a)(1) above and 7.2(b) below, any and all disputes and differences involving Department of Personnel Rules, or an agency administrative action, or an interpretation or application of a specific section in this Agreement between the Employer and the Association or any of the nurses it represents shall be exclusively settled in the following manner and 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.

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

STEP I

A. The nurse or the Association shall put the grievance or complaint in writing on the Employee Problems Form Step I **or the Association grievance form** within ten (10) **working** days of having knowledge of the event which gives rise to the grievance. In the space provided, the nurse or the Association will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to her/his immediate supervisor.

B. The immediate supervisor will notify the nurse in writing of her/his decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Association within **ten (10)** calendar days after receipt of the written complaint.

STEP II

A. If the grievance is not settled at the first Step, the Association representative and/or the nurse shall have the right to make an appeal in writing on Employee Problems Form Step II **or the Association grievance form, Step II** to the Department Head's designee and/or Director of Nursing within ten (10) calendar days after the date of the decision by the immediate supervisor. A meeting shall be held within **five (5)** working days thereafter. The name of the Department Head's designee shall be posted for nurses in areas where nurse notices are normally posted and submitted to the Association.

B. The Department Head's designee will notify the nurse in writing with a copy to the Association of her/his decision on Employee Problems Form Step II **or the Association grievance form, Step II,** within **ten (10)** calendar days of the Step II meeting.

STEP III

A. If the grievance is not settled in Step II, the Association or the nurse may appeal in writing on the space provided on Employee Problems Form Step III **or the Association grievance form, Step III,** along with Steps I and II to the Department Head within ten (10) calendar days of receipt of the senior supervisor's decision. If the dispute involves nursing practice issues, the appeal, upon request, shall be heard by the Department Head and the Director of Labor Relations who shall seek the full input of the Director of Nursing concerning the dispute before the Employer gives the Association and the grievant a final answer.

B. The Department Head shall meet with the Association in an effort to resolve said grievance and reply in writing of her/his decision within **ten (10)** calendar days from receipt of Step III to the nurse and the Association.

C. Any settlement at Step I, II or III shall be binding upon the Employer, Association and the aggrieved nurse(s). Failure of the Employer to answer a grievance within the time limits herein shall permit the Association to refer the case to the succeeding step of the procedure. The Association will be informed of and allowed to be in attendance at all grievance or disciplinary hearings.

D. If the grievance is not settled at the third step, either the Association or the Employer may notify the other in writing within thirty (30) days of receipt of the Step III decision, that they request final and binding arbitration.

E. If the grievance or arbitration affects more than one nurse, the grievance or arbitration may be presented by a single selected employee representative of the group or class. Either the Employer or the Association may file a grievance at Step III.

F. Even though a grievance has been filed, nurses are obligated to follow instructions or orders of supervisors of the Employer, subject to discipline, except where the instruction or order is so inherently dangerous to the nurse that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the nurse does not waive the nurse's right to process her/his grievance.

G. Upon written request, at any step of the grievance procedure, the Association shall be given specified written materials, policies or documents pertinent to the grievance under consideration to which the Association is legally entitled.

STEP IV

A. If the matter is not settled in Step III, the Association or the Employer but not an individual nurse(s), may submit the dispute to arbitration only if it involves an interpretation or application of a specific section of this Agreement by serving a written request to arbitrate, setting forth the facts and specific relief requested, within thirty (30) calendar days after the answer is given at Step III hereof. Within seven (7) calendar days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement. If after seven (7) calendar days the parties are unable to mutually agree upon selection of an arbitrator, the parties will contact the Federal Mediation and Conciliation Service and request a panel of eight (8) arbitrators. No subsequent panel may be requested except with the mutual written agreement of the Employer and the Association. The Employer and the Association will alternately strike names from the listing of arbitrators until the arbitrator is chosen.

B. The Employer will strike first. The Arbitrator will advise the parties of his/her fees and expenses prior to selection and will be expected to charge such fees and expenses. The fees and expenses of the Arbitrator shall be borne **by the party whose position is not sustained by the arbitrator. In cases of split decisions, the arbitrator shall determine what portion each party shall be billed, based upon which party, if any, substantially prevails.** Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. The Arbitrator shall select a date for arbitration within sixty (60) days of notice that a grievance is ready for arbitration and submit his/her decision within thirty (30) days following such hearing. **Nothing herein prevents the parties from mutually agreeing to select an arbitrator without using a panel from FMCS.**

C. The parties may agree to submit more than one (1) grievance to an Arbitrator.

D. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. 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/her 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.

Section 7.2(b) Procedures for Arbitrations of Suspensions of Over Thirty (30) Days and Discharges

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

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

3. The terms of Step IVB and Step IVD of Section 7.2(a)(2) above shall also apply to arbitration of suspensions of over thirty (30) days and discharges, except only that the arbitrator shall conduct a hearing within sixty (60) days of being notified by the parties of his/her selection, and the arbitrator shall submit his/her decision within thirty (30) days following the close of hearing, unless the parties mutually agree otherwise. If an arbitrator informs the parties that he/she is unable to comply with said time frames, the parties will select another arbitrator, unless the parties mutually agree otherwise.

4. It is agreed that the time limitations set forth in Section 7.2(b)(1) are of the essence, and that any request for arbitrator not in compliance therewith shall not be considered arbitrable, unless said time limitations are extended by written agreement of both parties to this Agreement.

Section 7.3 Association Representatives

The Association will advise the City in writing of the names of its officers and grievance representatives. These officers and grievance representatives 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 such representatives shall observe the Employer's reasonable visitation rule for Association representatives. The representative shall ask 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 unreasonably denied.

Section 7.4 Prohibition Against Discrimination

The Employer agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, or mental and/or physical handicap, or Union activity.

ARTICLE VIII
EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT

Section 8.1 Tuition Reimbursement

Rules and procedures regarding tuition reimbursement shall be as described in Exhibit G attached, which by reference is made part of this Agreement.

a. Nurses shall be entitled to tuition reimbursement subject to the restrictions provided in the Tuition Reimbursement Policy identified as Exhibit **H** in this agreement.

b. The Employer will, upon request, notify the Association in writing of the names of nurses who have been granted tuition reimbursement, the amount of the reimbursement, and the names of nurses whose applications were denied. This request should specifically identify the employee by name and by title code. No more than two (2) requests shall be made per calendar year.

Section 8.2 Paid Released Time For Education

Subject to the approval of the Commissioner or his designate, a registered nurse enrolled in an educational program leading to the bachelor's, master's or doctoral degree in nursing or a related field such as Public Health, Public Health Administration or Management shall be allowed up to two (2) hours per week paid released time from work where such time is necessary to travel to and/or attend classes.

Section 8.3 Continuing Education - Orientation

The means by which new staff members are introduced to the philosophy, goals, policies, procedures, role expectations, physical facilities, and special services in a specific work setting. Orientation occurs at the time of employment, and precedes changes in any of the above during employment in a specific work setting.

Section 8.4 Continuing Education Within Staff Development

An organized planned program, under the direction of the Commissioner or his/her designee, in which learning experiences are designed to build upon the previously acquired knowledge and skills of the learner. Independent endeavor is encouraged on the part of the learner. Only activities in the continuing education component qualify for the continuing education contact hour.

Section 8.5 Continuing Education Outside the Department

a. Part time nurses will be scheduled for required in-service programming on Department time. Protocol for part time nurses to acquire C.E.U.'s for approved programs will be based on the general premises of that affecting full-time staff.

b. Full time nurses shall receive up to 35 hours per year of paid time for continuing education workshops, seminars, etc., as approved by the Department head.

c. Continuing education for Registered Nurses is not mandatory.

d. Beginning in calendar year 2008, Nurse Practitioners will be eligible to receive reimbursement, in an amount up to $500 per calendar year, for registration fees paid for continuing education programs, as approved by the Department head or his/her designee. Requests for reimbursement shall be submitted to the Director of Nursing.

Section 8.6 Protocol

The following protocol must be addressed when submitting requests for in-service or continuing education:

a. Staff submit written request through supervisor to the Director of Nursing. The City will make required forms available to employees.

   1. Use specific Form N.S. 95: Request for continuing education programs, workshops, meetings, etc. Submit two (2) copies to your supervisor.

   2. State personal objectives for attending program, indicating expected outcomes in relation to Department programs and staff's responsibilities (how will the staff person implement this into her functions, how does he/she expect to change by virtue of attending this program, etc.).

3. Attach a copy of requested program (unless known to the Director of Nursing).

4. State how the content and reaction to workshop will be shared with other staff by the person requesting to attend.

b. Staff's Supervisor reviews request.

1. Approves or disapproves, stating reason in writing. No reasonable request shall be denied.

2. Submits one (1) copy of N.S. 95 to the Director of Nursing as completed above, indicating supervisor's approval. **Within fourteen (14) calendar days of receiving the employee's request, the Supervisor will inform the employee if the request has been disapproved by the Supervisor or submitted to the Director of Nursing for consideration.**

c. The Director of Nursing reviews submitted requests and makes selection for attendance based on following "criteria."

1. Agency's ability to meet staffing for programs needs.

2. Staffing needs of the agency.

3. Correlation of objectives of workshop with staff's personal objectives as written.

4. Seniority of staff (after above criteria have been met) when number requesting to go exceeds number agency limits to go.

d. The Director of Nursing will notify the supervisor who will tell staff of the decision and return to the staff person their copy of the N.S. 95.

e. After the meeting, staff completes #4 (on N.S. 95), a brief critique of the meeting or states that they did not attend meeting and why.

f. Staff submits the completed N.S. 95 to the Director of Nursing for inclusion in employee record folder and for validation of future in-service requests.

<u>Section 8.7 Performance Evaluations</u>

As part of the evaluation process, the nurse'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. During the discussion each nurse shall receive a legible copy of the performance appraisal, signed by the supervisor and the nurse. The nurse's signature will indicate only that he/she has seen the evaluation.

The evaluation form shall state that it is the nurse's right to place a rebuttal in his/her file if the nurse so chooses.
Both the evaluation and the rebuttal shall be retained in the nurse's personnel file.

Section 8.8 Preceptors

The Employer and the Association mutually recognize the value of preceptorship in the training of new bargaining unit employees. Where the City assigns a nurse to precept a new employee, the appropriate City supervisor will discuss the terms of the preceptorship with the preceptor and the new employee, and the Department will utilize its current validation checklist, or some other similar informal written document. The preceptorship will be taken into consideration in any evaluation of the precepting nurse's performance with respect to his/her caseload.

Section 8.9 Training

The Employer and Association are committed to the principle of training for employees in order to improve efficiency and effectiveness. The Employer has the right to require employees to attend training without the loss of pay, and the Employer may request proof of attendance. The Employer may change an employee's start time to coincide with the hours of the training.

ARTICLE IX
ASSOCIATION REPRESENTATION

Section 9.1 Dues Deduction

Upon receipt of a written authorization in a form agreed upon by the Employer and the Association, the Employer shall deduct from the wages of the nurses concerned the dues uniformly required and shall forward the full amount to the Association by the tenth (10th) day of the month following the month in which the deductions are made. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Association during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct the dues of any other organization as to nurses covered by this Agreement.

Section 9.2 Fair Share

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

Section 9.3 Right of Non-Association

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 9.4 Condition of Employment

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

Any present nurse who is not a member of the Association shall, as a condition of employment be required to pay a fair share (not to exceed the amount of Association dues) of the cost of the collective bargaining process and contract administration. All nurses 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 9.5 Indemnity

The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including damages, attorney's fees (as outlined in the side letter) and court and other costs that shall arise out of any action taken or not taken by the Employer for the purpose of complying with this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

Section 9.6 Contract Negotiations

The Employer agrees to meet with Association representatives, including Local Unit representatives, but not more than five (5) who are employees covered by this Agreement, at reasonable times to negotiate a subsequent collective bargaining agreement. The names of designated representatives shall be certified to the Employer in writing by the Association. Said designated representatives attending the meeting shall participate without loss of pay. During the course of contract negotiations with the City, said designated representatives may also be allowed a reasonable amount of time without loss of pay during working hours for the purpose of meeting, and/or traveling to meetings, to discuss issues relevant to their representation of the Association in said negotiations, provided that no one designated representative will be granted more than a total of four (4) hours of paid time under this Section in any calendar year, and provided further that the total paid time used by all designated representatives under this Section does not exceed twenty-eight (28) hours in any calendar year. Designated representatives will obtain the permission of their respective supervisors before using paid time under this Section, it being understood that the operational needs of the department take precedence.

Section 9.7 Attendance at State and National Conferences

Subject to staffing needs, a reasonable number of elected delegates will be permitted to attend state and national conferences/meetings of the INA/American Nurses Association and United American Nurses. The City will continue its practice of reimbursing such attendees for wages lost while enroute to and from, and attending, the conference/meeting. It is expected that travel shall be by the most expeditious method available.

Section 9.8 INA Orientation

The Employer agrees to grant the Association a reasonable opportunity during the orientation of new nurses to present the benefits of membership in the Association. The Association may have up to one (1) hour prior to, or following, the Employer's normal orientation period.

ARTICLE X
NO STRIKE OR LOCKOUT

Section 10.1 No Strike

During the term of this Agreement neither the Association, its officers, or members shall instigate, call, encourage, sanction, recognize, condone, or participate in any strike (including, but not limited to sympathy strikes and strikes to protest Union or third party conduct), slowdown, stoppage of work, boycott, picketing, or willful interference with rendering of services by the Employer.

Section 10.2 Association Responsibility
The Association 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 nurse or group of nurses, the Association further agrees it will use its best efforts to cause an immediate cessation thereof. If the Association immediately takes steps in good faith to end any strike, slowdown, stoppage, boycott, picketing or interference, the Employer agrees that it will not bring action against the Association to establish responsibility for such wildcat or unauthorized conduct.

Section 10.3 Discipline For Breach.
The Employer in its sole discretion may terminate the employment or otherwise discipline any nurse or nurses who engage in any act forbidden in this Article.

Section 10.4 No Lockout
The Employer agrees not to lock out the nurses during the term of this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Personnel Files
The Employer's personnel files and disciplinary history files, except for confidential documents, relating to any nurse shall be open and available for inspection by the affected nurse during regular business hours. Any material and/or matter not available for inspection shall not be used in any forum adverse to the nurse's interest. Records of disciplinary action which are over two years after the date of the incident or the date upon which the violation was discovered, whichever is longer, shall not be used against the nurse unless the matter is the subject of either civil or criminal court litigation prior to the expiration of the two-year period.

Section 11.2 Bulletin Boards
The Employer or her/his designee in the department shall, upon the request of a nurse of that department or agency, and subject to the availability of space, designate space on a bulletin board for the nurse to post materials which do not relate to official City business. The nurse shall not use such space for posting

abusive, inflammatory or partisan political material. All materials which are posted by the nurse must be signed and dated by such nurse prior to posting, and bear the approval of the Department Head or his designee.

Section 11.3 Waiver
The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject matter concerning wages, hours or conditions of employment referred to or covered in this Agreement, or discarded during the negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

Section 11.4 Complete Agreement
This Agreement represents the sole and complete Agreement between the parties, and supersedes all prior agreements.

Section 11.5 Modifications
After this Agreement has been executed, no provision may be altered or modified during the term of the Agreement except by mutual consent in writing between the Employer and the Association, and only at a conference called for such purpose by the parties and ratified by their respective organizations. All such alterations or modifications shall be executed with the same formality as this Agreement.

Section 11.6 Nursing Practice Council
A Nursing Practice Council shall be established to meet and discuss issues that affect the practice of nursing and the delivery of care to the public. Grievances and changes to this Agreement shall not be discussed. The committee shall report their findings and recommendations to the Commissioner of the Department of Public Health. The committee's role is advisory. The Council shall have an equal number of INA representatives and management representatives from the Department of Health, not to exceed five (5) representatives from each party. The Council shall meet bimonthly, unless parties mutually agree to other arrangements. Nurses attending the meetings shall be paid their regular straight time rate. INA shall select the five (5) INA representatives and will be responsible for notifying management of their selection. Absent the express agreement of the Employer, no more than one (1)

INA representative from any one program, work site or cluster will be granted paid time off from work to attend any Nursing Council meeting.

Section 11.7 Health and Safety

A Health and Safety Committee shall be established composed of five (5) representatives of INA and five (5) representatives of management. The committee shall meet on a monthly basis to identify, inspect and correct unsafe or unhealthy working conditions which may exist. The committee shall make recommendations to the appropriate Department Commissioner who shall respond to these recommendations within thirty (30) days of receipt of the recommendation.

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 11.8 Protocol Committee

At least one staff level representative will serve on each protocol committee. The INA will encourage staff to volunteer.

Section 11.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of $200 per month. On the effective date of this Agreement, the maximum reimbursement will increase to $350 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the INA, the Employer will meet and discuss with representatives of the INA the possible application of said new program to employees covered by this Agreement.

Section 11.10 Delegation

Nurses shall not be required or directed to delegate nursing activities to other personnel inconsistent with recognized standards of professional practice and/or the Illinois Nursing Act and the Rules for its Administration.

Section 11.11 Reasonable Accommodation

Whenever an employee (or the Association at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or such an accommodation is otherwise contemplated by the Employer, the Employer, the employee and/or the Association will meet to discuss the matter.

If the Employer, the employee and the Association reach agreement, such agreement shall be binding on the Employer, the Association, and all employees.

In the event a grievance is filed over any action or inaction by the Employer, and the Employer claims that such action or inaction was based on the Employer's obligations under the ADA, the arbitrator shall take the Employer's obligations under the ADA, the Association's obligations under the ADA, as well as the provisions of Section 7.4 (non-discrimination) of this Agreement when rendering his or her decision.

Neither party shall unreasonably withhold its consent to the reasonable accommodation of a nurse.

It is the intent of the parties that reasonable accommodations adopted by the Employer conform to the requirement of the contract to the extent practicable.

In the event of a conflict between this Agreement, any agreement or settlement hereunder or arbitration award and any decision of any agency or court of competent jurisdiction finding a violation of the ADA, such decision shall take precedence over the Agreement, and agreement or settlement hereunder or arbitration award.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 11.12 Labor-Management Meetings

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, labor-management meetings between the INA and designated representatives of the Department of Health will normally be held on a quarterly basis. Representatives of other interested City Departments may attend said meetings at their discretion. Fewer or more frequent meetings may be held by mutual agreement of the parties. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. These meetings shall be attended by a reasonable number of representatives of each party, which number shall be mutually agreed to by the INA and the Employer. Any INA representative who is a City employee shall ask his/her immediate supervisor for permission to attend a labor-management meeting on work time, it being understood that the operations of the Department take precedence, but such permission shall not be unreasonably denied.

Section 11.13 Extension of Benefits

Any improvements in holidays, vacations, sick leave for salaried employees, automobile reimbursement, group health, vision care, dental, life and accident benefits, bereavement leave 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 employees covered under this Agreement.

ARTICLE XII
SEPARABILITY

Section 12.1 Separability

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall become null and void, and the remainder shall remain in full force and effect in accordance with its terms.

ARTICLE XIII
DRUG AND ALCOHOL PROGRAM

Section 13.1 Policy Statement

The City of Chicago's essential mission is to provide services to its citizens in a safe and economic manner. The parties to this Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the City and the employees covered by this Agreement serve.

The Employer and the Association maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer has also established its confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse, and the parties to this Agreement urge employees who have such problems to utilize the Program's services.

To maintain a workplace, which provides a safe and healthy work environment for all employees, the following drug and alcohol program is also established.

Section 13.2 Definitions

(a) Alcohol: Ethyl alcohol

(b) Prohibited Items & Substances:
all illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the Employer.

(c) Employer Premises:
all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer has authority as employer.

(d) Employee: all persons covered by this Agreement.

(e) Accident:
an event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.

(f) Reasonable Cause:
erratic or unusual behavior by an employee, including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.

(g) Under the Influence:
any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

(h) Test:

the taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol or any metabolite thereof.

Section 13.3 Disciplinary Action

(a) All employees are expected to report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee on duty is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. All documentation concerning the decision to perform a drug or alcohol test and the test results themselves shall be kept confidential pursuant to the terms of Section 4(j) herein. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;
(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 13.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of, drugs or alcohol;

(ii) a test may be required if an employee is involved in a workplace accident or fighting;

(iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period following the end of an in-patient rehabilitation program or one year and 30 days after the initial counseling session;

(iv) as may be required by agreement or grant program.

(b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the relevant agency of the United States Department of Health and Human Service ("DHHS"), and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

(d) Laboratory testing procedures will conform to the procedures specified in the DHHS guidelines for federal workplace drug testing programs, dated June 9, 1994 and as may be amended hereafter by DHHS.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the DHHS guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

(f) Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 13.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance. Such information shall be regarded as confidential and shall be used by the Employer in accordance with the provisions of this Article.

Section 13.5 Employee Assistance Program

(a) The parties to this Agreement recognize that impairment due to drug and alcohol abuse can be an illness which should be treated. Accordingly, employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program. The Employer also will make nurses covered by this Agreement aware of the Peer Assistance Network for Nurses of the Illinois Nurses Association.

ARTICLE XIV
SUBCONTRACTING

Section 14.1 Subcontracting.

The Employer will have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy.

(a) Prior to subcontracting bargaining unit work, the Employer shall **the Association notice of any intent to contract out at the time it gives Public notice to prospective bidders.**

(b) The notice shall be in writing and shall contain a description of the work to be performed, any contemplated impact on bargaining unit employees, and any other relevant data to enable the **Association** to discuss with the Employer alternatives to such action.

(c) Upon request, the Employer will meet with the Association within 3 days of such a request.

(d) **If the Employer determines to accept a bid and enter into a contract with an outside contractor, the Employer shall give notice of such contemplated action to the Association at least forty five (45) days prior to entering a contract, or as soon as practicable. This notice shall be in writing and contain the name and address of the party who will perform the work, the contractor's proposal, and any modifications to the previously-provided information that is outlined in paragraph (b) above.**

(e) **The Association may present an alternative proposal to the proposed subcontracting out of bargaining unit work at any time during this process, but not later than thirty (30) calendar days from the date of receiving the notice as set forth in paragraph (d) above. Upon receipt of any alternative proposal from the Association, the Employer shall respond within seven (7) days.**

(f) If bargaining unit employees would be displaced 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 displaced 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 her or him to perform the work. **Prior to contracting out of bargaining unit work, the Employer, the Association, and the proposed contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the contractor hire laid off employees.**

ARTICLE XV
DURATION

Section 15.1 Duration

This agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, and shall remain in effect through 11:59 p.m. on June 30, **2017**. This Agreement 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 June 30, **2017**, or sixty (60) days prior to any anniversary date thereafter. If such a notice is given, the parties shall meet promptly to negotiate a new Agreement.

Section 15.2 Health Plan Reopener

Health Plan Reopener. Each party reserves the right to reopen this agreement in order to further negotiate the Health Plan set forth in Sections 4.8 4.9 and 4.10 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;

2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care ("LMCC"), as defined below:

   (a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

   (b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a) above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the Plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Sections 4.8, 4.9 and 4.10;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC;

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Sections 4.8, 4.9 and 4.10. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals at Chicago, Illinois.

CITY OF CHICAGO

By:____________________

Date:_________

ILLINOIS NURSES ASSOCIATION

By: [illegible]

Date: 7/23/14

By: [illegible]

Date: 7/23/14

By: [illegible]

Date: 7/23/14

By: [illegible]

Date: 7/23/14

By: [illegible], RN

Date: 07-23-14

By: Nellie Lacy

Date: 7/23/14

By:____________________

Date:_________

APPENDIX A

LIFE INSURANCE

1. Optional Group Term Life Insurance

Effective upon ratification of this Agreement, or upon implementation of the plan, whichever is later, full-time or full-time equivalent Registered Nurses shall have the option to purchase additional Group Term Life Insurance under a new plan (Plan C). Present employees may opt for new Plan C or stay with old Plan B. New employees will have the new Plan C option only.

Plan B - Optional Group Term Life Insurance - Fixed Rate

Full-time or full-time equivalent Registered Nurses shall continue to have the option of purchasing additional insurance in $1,000 units up to an amount equal to the employee's annual earnings rounded up to the next multiple of $1,000. The monthly premium each employee pays will depend upon the amount of coverage selected. Premiums will be deducted from each paycheck.

Plan C - Optional Group Term Life Insurance - Graduated Rate

Full-time or full-time equivalent Registered Nurses shall have the option to purchase additional insurance in the amount of one, two, or three times the Nurse's salary. The monthly premium each employee pays will depend upon the amount of coverage selected and age. Premiums will be deducted from each paycheck.

2. Universal Life Insurance Program

Effective upon ratification of this Agreement, or upon implementation of the plan, whichever is later, full-time or full time equivalent Registered Nurses shall have the additional option of purchasing Universal Life Insurance for themselves, their spouses and any dependent children. The monthly premium each employee pays will depend upon the amount of coverage selected and age. Premiums may be deducted from each paycheck.

APPENDIX B
MEDICAL CARE BENEFITS

The following changes in the current City Health Care Plan (the "Plan") shall become effective on January 1, 2006, unless otherwise provided in this Appendix B. Unless changed by this proposal, all other aspects of the Plan shall remain in effect.

1. **Plan Alternatives.**
The Plan shall consist of three separate alternative coverages – a PPO plan ("PPO"); a PPO Plan with a Health Reimbursement Account ("PPO/HRA"); and two HMO plans ("HMO").

2. **Plan Design.**

(a) Network Plans:
(i) The deductibles, co-insurance and out-of-pocket maximums for the PPO Plan and the PPO/HRA Plan are set forth in Exhibit 1 hereto. For the PPO and PPO/HRA Plans, all covered services are subject to the annual deductible unless otherwise indicated. HMO benefits in Exhibit 1 are not subject to co-pays unless the co-pay is specified.

If the Employer decides that the PPO/HRA alternative lacks sufficient employee enrollment or is cost prohibitive, it may discontinue that alternative provided the Employer provides reasonable prior notice to the Union and an opportunity for those enrolled in the PPO/HRA to enroll in another plan. For this purpose, "reasonable notice" shall be defined as notification in writing of the employer's intent to discontinue the plan at least ninety (90) days prior to the proposed discontinuation where circumstances are within the city's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances. In addition, in the event that a new health care plan becomes available to the City during a Plan year, the Employer shall have the right to include that new plan in the Plan alternatives upon reasonable notice to and discussion with the Union.

(ii) The PPO/HRA Plan shall have an HRA account for each employee (to be administered by the relevant claim administrator or other third party administrator which the Employer shall determine, with prior notice to the Union), which account shall be credited with $500.00 per individual, and $1,000.00 per family per Plan year. Such amounts must be used for "qualified medical expenses" (as defined by the Employer), and can be carried over into the next Plan year if not used in the preceding Plan year.

(iii) The PPO and PPO/HRA Plan will provide a "wellness" feature for members with a maximum annual benefit of $600.00 per individual, which is not subject to the Plan deductible or co-insurance.

(iv) Add an emergency room deductible of $100.00 to the PPO and PPO/HRA Plan which amount shall be waived in the event the individual is admitted to the hospital. The Employer will interpret this provision consistently between its various bargaining units.

(v) Add a disease management feature for active employees. The Employer will consider any input from the Union through the Labor Management Health Care Committee concerning the structure and implementation of this feature.

(vi) Expand the Employer's 125 Plan effective January 1, 2006, to provide for a voluntary "flexible spending account" feature to allow for the contribution by participants of up to $5,000 per Plan year to fund certain medical expenses (such as dental, vision, deductibles, co-payments, drug co-payments, and over-the-counter drugs) on a pre-tax basis, subject to the normal IRS rules regarding such plans.

(vii) All newly hired employees shall be required to participate in the PPO Plan for the first 18 months of their employment. These employees shall be eligible to participate in the first enrollment period following the 18 month anniversary of their dates of hire.

(b) **HMO Plan:**
(i) The HMO Plan shall have the minimum features set forth in Exhibit 1 hereto.

3. **Health Care Contributions**

(a) The schedule for employee contributions to the Plan, as set forth in the 1999-2003 collective bargaining agreement(s), shall remain in effect until June 30, 2006.

(b) A new employee contribution schedule, which shall become effective July 1, 2006, is set forth in Exhibit 2 hereto.

4. **Prescription Drug Coverage**

(a) **Retail Drug Plan:**
For the PPO Plan, PPO/HRA Plan, and HMO Plan, the following co-pays shall apply -
(i) generic tier 1 - effective through life of the Agreement - $10.00.
(ii) brand formulary tier 2 (brand with no generic substitute) - effective July 1, 2006, $30.00.
(iii) brand with generic substitute - $10.00 generic co-pay plus the difference in cost between brand and generic drug.
(iv) brand non-formulary tier 3 - effective July 1, 2006, $45.00.

(b) **Mail Order Plan:**
The PPO Plan, the PPO/HRA Plan, and HMO Plan shall have a mail order feature. The co-pays for the mail order plan for a 90 day supply are as follows --
(i) generic tier 1 - effective through life of the Agreement - $20.00.

(ii) brand formulary tier 2 (brand with no generic substitute) – effective July 1, 2006, $60.00.

(iii) brand with generic substitute – $20.00 generic co-payment plus difference in cost between brand and generic drug.

(iv) brand non-formulary tier 3 – not available in mail order.

5. **Dental and Vision Plans**

(a) **Preventative Dental Plan:**

The Employer shall maintain the current PPO and HMO dental plans with changes to co-pays and deductibles according to the schedule attached as Exhibit 3 hereto.

(b) **Vision Care Plan:**

The current vision plan will be deleted. Vision benefits are to be included in the PPO and PPO/HRA Plans, and under the HMO's pursuant to the coverages available in those plans.

The Employer reserves the right to add to, change, modify or withdraw this proposal until final ratification of the entire agreement is concluded.

EXHIBIT 1

BENEFIT	PPO	PPO w/HRA	HMO
HRA (single/family)	N/A	$500/$1000	N/A
Co-Insurance (in/out of network)	90%/60%	90%/60%	N/A

HEALTH INSURANCE (SECTION 25.2)	Highlights of Health Insurance Plan, Continued		
BENEFIT	PPO	PPO w/HRA	HMO
In-Network Deductible	$300/person (eff. 1/1/06) $350/person (eff. 1/1/07) max of 3 per family	$1,000 person $2,000 family	N/A
Out-of-Network Deductible	$1500/person (eff. 1/1/06) $3000/family	$3500 per person max of 3 per family	Status Quo
In-Network OPX	$1500 per person $3000 per family (includes deductible)	$3000 per person max of three per family (deductible not included)	N/A
Out-of-Network OPX	$3500 per person $7000 per family	$11,500 per person $34,000 per family	Status Quo
ER Co-Payment	$100, waived if admitted; not applied toward deductible or OPX (eff. 1/1/06)	$100, waived if admitted; not applied toward deductible or OPX (eff. 1/1/06)	$100, waived if admitted (eff. 1/1/06)
Office Visits	90%/60%	90%/60%	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)

HEALTH INSURANCE (SECTION 25.2)	Highlights of Health Insurance Plan, Continued		
BENEFIT	PPO	PPO w/HRA	HMO
Pediatric Immunization	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	Covered
Pap Smear/Routine Gynecology	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
Mammograms	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
Outpatient Surgery	90%/60%	90%/60%	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
In-Patient Hospital Services	90%/60%	90%/60%	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
Outpatient Laboratory	90%/60%	90%/60%	Covered
Outpatient Radiology	90%/60%	90%/60%	Covered
Physical, Speech & Occupational Therapy	90%/60% Restoration Only	90%/60% Restoration Only	60 Combined Visits per Calendar Year, Restoration only
Cardiac Rehabilitation	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36	Covered

Health Insurance (Section 25.2)	Highlights of Health Insurance Plan, Continued		
Benefit	PPO	PPO w/HRA	HMO
	sessions/year)	sessions/year)	
Pulmonary Rehabilitation	90%/60%	90%/60%	Covered
Respiratory Therapy	90%/60%	90%/60%	Covered
Restorative Services & Chiropractic Care	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	Covered, Requires Referral from Primary Care Physician
Chemotherapy, Radiation and Dialysis	90%/60%	90%/60%	Covered
Outpatient Private Duty Nursing	90%/60%	90%/60%	Covered, Requires HMO Approval
Skilled Nursing Care	90%/60%	90%/60%	Covered, Up to 120 Days per Calendar Year
Hospice and Home Healthcare	90%/60%	90%/60%	Covered
DME & Prosthetics	90%/60%	90%/60%	Covered
Outpatient Diabetic Education	90%/60% Two Visits Per Lifetime	90%/60% Two Visits Per Lifetime	Covered
Routine Foot Care	Not Covered	Not Covered	Not Covered
Fertility Treatment	90%/60%	90%/60%	Available According to HMO Guidelines
	Inpatient: 90%/60% Outpatient: 80% of $100 Max Covered Expenses per Session; Only 7		Co-Pays for Inpatient and Outpatient Services: $15.00 Co-Pay

HEALTH INSURANCE (SECTION 25.2) BENEFIT	Highlights of Health Insurance Plan, Continued PPO	PPO w/HRA	HMO
Mental Illness Care	Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: $5000/year Mental Health & Substance Abuse Max Expenses: Individual: $37,500/year Individual: $250,000/lifetime Family: $500,000/lifetime		(eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07) Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Substance Abuse	Inpatient: 90%/60% Outpatient: 80% of $100 Max Covered Expenses per Session; Only 7 Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: $5000/year Mental Health & Substance Abuse Max Expenses: Individual: $37,500/year Individual: $250,000/lifetime Family: $500,000/lifetime		Co-Pays for Inpatient and Outpatient Services: $15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07) Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Hearing Exams and Aids	Hearing Screening: Covered in Wellness Benefit Hearing Aids: Not Covered	Hearing Screening: Covered in Wellness Benefit Hearing Aids: Not Covered	Screening: Covered in Full Hearing Aids: Not Covered
Lifetime Limits	Maximum Lifetime Limit is $1.5 Million		No Limit
Wellness Benefit	$600 per year (effective 1/1/06) Includes: Subject to further review and development, the Wellness Benefit will cover, outside of deductibles: (1) routine exams, (2) immunizations, (3) mammograms, and		Available According to HMO Guidelines

Health Insurance (Section 25.2)	Highlights of Health Insurance Plan, Continued		
Benefit	PPO	PPO w/HRA	HMO
	(4) vision exams, lenses, frames and contacts. The Wellness Benefit will also provide on-site health assessments. Wellness Benefit Is Not Subject to Plan Annual Deductible		

EXHIBIT 2

EMPLOYEE CONTRIBUTION SCHEDULE

(PER PAY PERIOD)

COMPOSITE 2.0% OF OVERALL SALARY

	LEVEL OF COVERAGE		
ANNUAL SALARY	SINGLE	EMPLOYEE+1	FAMILY
SALARY LEVEL	1.2921% OF PAYROLL/24	1.9854% OF PAYROLL/24	2.4765% OF PAYROLL/24

CONTRIBUTIONS AT SELECTED SALARY LEVELS

(PER PAY PERIOD)

	LEVEL OF COVERAGE		
ANNUAL SALARY	SINGLE	EMPLOYEE+1	FAMILY
Under $30,000	$15.71	$23.88	$27.65
$30,001	$16.15	$24.82	$30.96
$40,000	$21.54	$33.09	$41.28
$50,000	$26.92	$41.36	$51.59
$60,000	$32.30	$49.64	$61.91
$70,000	$37.69	$57.91	$72.23
$80,000	$43 07	$66.18	$82.55
$90,000	$48.45	$74.45	$92.87
$100,000	$53.84	$82.73	$103.19

REFERENCE CURRENT EMPLOYEE CONTRIBUTION SCHEDULE

07/01/2000 LEVEL OF COVERAGE

ANNUAL SALARY	SINGLE	EMPLOYEE+1	FAMILY

UP TO $30,000	$12.50	$19 00	$22.00
$30,001 TO $89,999	1.0281% OF PAYROLL/24	1 579% OF PAYROLL/24	1.9705% OF PAYROLL/24
$90,000 AND OVER	$38 50	$59 30	$73.95

EXHIBIT 3

	DENTAL HMO PLAN (MUST USE PANEL DENTISTS)	DENTAL PPO PLAN IN NETWORK	OUT OF NETWORK
BENEFIT DESIGN			
Individual Deductible	$0	$100 Per Person, Per Year (eff. 1/1/06)	$200 Per Person, Per Year (eff. 1/1/06)
Annual Maximum Benefit	Unlimited	$1200 Per Person	
ORTHODONTIC PROCEDURES (BRACES)			
Braces - Under Age 25 Only	$2300 Co-Payment	Not Covered	
PREVENTATIVE SERVICES			
Oral Exams (Twice a Year) Cleanings (Twice a Year) X-Rays (Twice a Year) Space Maintainers (Children under 12)	100% Covered in Full $10 Co-Payment (eff. 1/1/06)	100% Covered in Full No Deductible $10 Co-Payment (eff. 1/1/06)	Plan Pays 80% of PPO Allowable Amount. Member Pays Balance of Billed Charges. No Deductible
BASIC PROCEDURES	**Co-Payment (Member Pays)**		
Amalgam (Fillings) - One Surface Permanent	$18.53 (1/1/06) $20.20 (1/1/07)	Plan Pays 60% of PPO Allowable Member Pays 40% of PPO Allowable After Deductible	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible
Resin - One Surface Anterior Including Acid Etch	$21.80 (1/1/06) $23.76 (1/1/07)		
Pin Retention (per tooth in addition to restoration)	$28.34 (1/1/06) $30.89 (1/1/07)	Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.
Routine Extraction Single Tooth	$21.80 (1/1/06) $23.76 (1/1/07)		
Surgical Removal of Erupted Tooth	$41.42 (1/1/06) $45.15 (1/1/07)		
Surgical Removal of Tooth - Soft Tissue Impaction	$53.41 (1/1/06) $58.22 (1/1/07)		
Surgical Removal of Tooth - Partial Bony Impaction	$76.30 (1/1/06) $83.17 (1/1/07)		
Surgical Removal of Tooth -	$76.30 (1/1/06)		

	DENTAL HMO PLAN (MUST USE PANEL DENTISTS)	DENTAL PPO PLAN IN NETWORK	OUT OF NETWORK
Complete Bony Impaction	$83.17 (1/1/07)		
Alveoloplasty - Without Extractions - Per Quadrant	$88.29 (1/1/06) $96.24 (1/1/07)		
Scaling and Root Planning - Per Quadrant with Local Anesthesia	$41.42 (1/1/06) $45.15 (1/1/07)		
Gingivectomy or Gingivoplasty - Per Quadrant	$167.86 (1/1/06) $182.97 (1/1/07		
Gingival Flap Procedure Including Root Planing - Per Quadrant	$160.23 (1/1/06) $174.65 (1/1/07)		
Osseous Surgery, Flap Entry and Closure - Per Quadrant	$186.39 (1/1/06) $203.17(1/1/07)		
Pulp Capping - Direct or Indirect	$14.17 (1/1/06) $15.45 (1/1/07)		
Root Canal Therapy Anterior Bicuspid Molar	(1/1/06) (1/1/07) $136.25 $148.51 $147.15 $160.39 $197.29 $215.05	Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.
Apicoectomy (First Root)	$126.44 (1/1/06) $137.82 (1/1/07)		
Palliative Treatment	$15.26 (1/1/06) $16.63 (1/1/07)		
Limited Occlusion Adjustment	$23.98 (1/1/06) $26.14 (1/1/07)		
MAJOR RESTORATIVE PROCEDURES			
Inlay - Metallic (One Surface)	$252.88 (1/1/06) $275.64 (1/1/07)		
Onlay - Metallic (Three Surfaces)	$342.26 (1/1/06) $373.06 (1/1/07		
Core Buildup Including Pins	$101.37 (1/1/06) $110.49 (1/1/07)		
Temporary Crown - With Fractured Tooth (no Charge In Conjunction with Permanent Tooth)	$68.67 (1/1/06) $74.85 (1/1/07)	Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.
Crown - Porcelain/Ceramic Substrate	$353.16 (1/1/06) $384.94 (1/1/07		
	$361.88 (1/1/06)		

	DENTAL HMO PLAN (MUST USE PANEL DENTISTS)	DENTAL PPO PLAN IN NETWORK	OUT OF NETWORK
Crown - Full Cast, Base Metal	$394.45 (1/1/07)		
Denture - Complete Upper or Lower	$444.72 (1/1/06) $484.74 (1/1/07)		
Lower Denture Reline - Chair-side	$135.16 (1/1/06) $147.32 (1/1/07)		

BARGAINING UNIT CLASSIFICATION GRADES
SCHEDULE S

JOB CLASSIFICATION	CLASS GRADE
Occupational Health Nurse	04
Public Health Nurse I	04
Public Health Nurse I - Hourly	04
Public Health Nurse II	05
Nurse Practitioner	08

ILLINOIS NURSES ASSOCIATION
SALARY SCHEDULE for REGISTERED NURSES

SCHEDULE S

January 1, 2012

CLASS GRADE		ENTRANCE RATE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	MAXIMUM RATE STEP 10
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AFTER 1 YEAR AT STEP 5 RATE & 5 YRS SERVICE	AFTER 1 YEAR AT STEP 6 RATE & 7 YRS SERVICE	AFTER 1 YEAR AT STEP 7 RATE & 10 YRS SERVICE	AFTER 1 YEAR AT STEP 8 RATE & 15 YRS SERVICE	AFTER 1 YEAR AT STEP 9 RATE & 20 YRS SERVICE
4	ANNUAL	58,476	61,320	64,428	67,692	71,868	75,420	79,152	83,184	87,372	91,692
	MONTHLY	4,873	5,110	5,369	5,641	5,989	6,285	6,596	6,932	7,281	7,641
5	ANNUAL	64,428	67,692	71,172	74,676	79,152	83,184	87,372	91,692	96,300	101,136
	MONTHLY	5,369	5,641	5,931	6,223	6,596	6,932	7,281	7,641	8,025	8,428
8	ANNUAL	78,372	82,368	86,532	90,804	95,352	101,136	106,212	111,576	117,168	123,024
	MONTHLY	6,531	6,864	7,211	7,567	7,946	8,428	8,851	9,298	9,764	10,252

SCHEDULE for PART TIME NURSE TITLES

CLASS GRADE		ENTRANCE RATE	STEP 2 AFTER 1,000 HRS	STEP 3 AFTER 2,000 HRS	STEP 4 AFTER 4,000 HRS	STEP 5 AFTER 7,000 HRS
4	HOURLY	32.12	33.69	35.40	37.19	39.48
5	HOURLY	35.40	37.19	39.10	41.03	43.49
8	HOURLY	43.06	45.25	47.54	49.89	52.39

Exhibit B

ILLINOIS NURSES ASSOCIATION
SALARY SCHEDULE for REGISTERED NURSES

SCHEDULE S

January 1, 2014

CLASS GRADE		ENTRANCE RATE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	MAXIMUM RATE STEP 10
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AFTER 1 YEAR AT STEP 5 RATE & 5 YRS SERVICE	AFTER 1 YEAR AT STEP 6 RATE & 7 YRS SERVICE	AFTER 1 YEAR AT STEP 7 RATE & 10 YRS SERVICE	AFTER 1 YEAR AT STEP 8 RATE & 15 YRS SERVICE	AFTER 1 YEAR AT STEP 9 RATE & 20 YRS SERVICE
4	ANNUAL	59,064	61,932	65,076	68,364	72,588	76,176	79,944	84,012	88,248	92,604
	MONTHLY	4,922	5,161	5,423	5,697	6,049	6,348	6,662	7,001	7,354	7,717
5	ANNUAL	65,076	68,364	71,880	75,420	79,944	84,012	88,248	92,604	97,260	102,144
	MONTHLY	5,423	5,697	5,990	6,285	6,662	7,001	7,354	7,717	8,105	8,512
8	ANNUAL	79,152	83,196	87,396	91,716	96,300	102,144	107,280	112,692	118,344	124,260
	MONTHLY	6,596	6,933	7,283	7,643	8,025	8,512	8,940	9,391	9,862	10,355

SCHEDULE for PART TIME NURSE TITLES

CLASS GRADE		ENTRANCE RATE	STEP 2 AFTER 1,000 HRS	STEP 3 AFTER 2,000 HRS	STEP 4 AFTER 4,000 HRS	STEP 5 AFTER 7,000 HRS
4	HOURLY	32.45	34.02	35.76	37.56	39.88
5	HOURLY	35.75	37.56	39.49	41.43	43.92
8	HOURLY	43.49	45.71	48.01	50.39	52.91

ILLINOIS NURSES ASSOCIATION
SALARY SCHEDULE for REGISTERED NURSES

SCHEDULE S

July 1, 2014

CLASS GRADE		ENTRANCE RATE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	MAXIMUM RATE STEP 10
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AFTER 1 YEAR AT STEP 5 RATE & 6 YRS SERVICE	AFTER 1 YEAR AT STEP 6 RATE & 7 YRS SERVICE	AFTER 1 YEAR AT STEP 7 RATE & 10 YRS SERVICE	AFTER 1 YEAR AT STEP 8 RATE & 15 YRS SERVICE	AFTER 1 YEAR AT STEP 9 RATE & 20 YRS SERVICE
4	ANNUAL	59,652	62,556	65,724	69,048	73,308	76,932	80,748	84,852	89,136	93,528
	MONTHLY	4,971	5,213	5,477	5,754	6,109	6,411	6,729	7,071	7,428	7,794
5	ANNUAL	65,724	69,048	72,600	76,176	80,748	84,852	89,136	93,528	98,232	103,164
	MONTHLY	5,477	5,754	6,050	6,348	6,729	7,071	7,428	7,794	8,186	8,597
8	ANNUAL	79,944	84,024	88,272	92,628	97,260	103,164	108,348	113,820	119,532	125,508
	MONTHLY	6,662	7,002	7,356	7,719	8,105	8,597	9,029	9,485	9,961	10,459

SCHEDULE for PART TIME NURSE TITLES

CLASS GRADE		ENTRANCE RATE	STEP 2 AFTER 1,000 HRS	STEP 3 AFTER 2,000 HRS	STEP 4 AFTER 4,000 HRS	STEP 5 AFTER 7,000 HRS
4	HOURLY	32.77	34.37	36.11	37.93	40.27
5	HOURLY	36.11	37.93	39.89	41.85	44.36
8	HOURLY	43.92	46.16	48.50	50.89	53.43

Exhibit D

ILLINOIS NURSES ASSOCIATION
SALARY SCHEDULE for REGISTERED NURSES

SCHEDULE S

January 1, 2015

CLASS GRADE		ENTRANCE RATE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	MAXIMUM RATE STEP 10
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AFTER 1 YEAR AT STEP 5 RATE & 5 YRS SERVICE	AFTER 1 YEAR AT STEP 6 RATE & 7 YRS SERVICE	AFTER 1 YEAR AT STEP 7 RATE & 10 YRS SERVICE	AFTER 1 YEAR AT STEP 8 RATE & 15 YRS SERVICE	AFTER 1 YEAR AT STEP 9 RATE & 20 YRS SERVICE
4	ANNUAL	60,552	63,492	66,708	70,080	74,412	78,084	81,960	86,124	90,468	94,932
	MONTHLY	5,046	5,291	5,559	5,840	6,201	6,507	6,830	7,177	7,539	7,911
5	ANNUAL	66,708	70,080	73,692	77,316	81,960	86,124	90,468	94,932	99,708	104,712
	MONTHLY	5,559	5,840	6,141	6,443	6,830	7,177	7,539	7,911	8,309	8,726
8	ANNUAL	81,144	85,284	89,592	94,020	98,724	104,712	109,968	115,524	121,320	127,392
	MONTHLY	6,762	7,107	7,466	7,835	8,227	8,726	9,164	9,627	10,110	10,616

SCHEDULE for PART TIME NURSE TITLES

CLASS GRADE		ENTRANCE RATE	STEP 2 AFTER 1,000 HRS	STEP 3 AFTER 2,000 HRS	STEP 4 AFTER 4,000 HRS	STEP 5 AFTER 7,000 HRS
4	HOURLY	33.27	34.88	36.65	38.50	40.88
5	HOURLY	36.65	38.50	40.49	42.48	45.03
8	HOURLY	44.58	46.85	49.22	51.65	54.24

Exhibit E

ILLINOIS NURSES ASSOCIATION
SALARY SCHEDULE for REGISTERED NURSES

SCHEDULE S

January 1, 2016

CLASS GRADE		ENTRANCE RATE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	MAXIMUM RATE STEP 10
		FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AFTER 1 YEAR AT STEP 5 RATE & 5 YRS SERVICE	AFTER 1 YEAR AT STEP 6 RATE & 7 YRS SERVICE	AFTER 1 YEAR AT STEP 7 RATE & 10 YRS SERVICE	AFTER 1 YEAR AT STEP 8 RATE & 15 YRS SERVICE	AFTER 1 YEAR AT STEP 9 RATE & 20 YRS SERVICE
4	ANNUAL	61,308	64,284	67,536	70,956	75,348	79,056	82,980	87,204	91,596	96,120
	MONTHLY	5,109	5,357	5,628	5,913	6,279	6,588	6,915	7,267	7,633	8,010
5	ANNUAL	67,536	70,956	74,616	78,288	82,980	87,204	91,596	96,120	100,956	106,020
	MONTHLY	5,628	5,913	6,218	6,524	6,915	7,267	7,633	8,010	8,413	8,835
8	ANNUAL	82,164	86,352	90,708	95,196	99,960	106,020	111,348	116,964	122,832	128,988
	MONTHLY	6,847	7,196	7,559	7,933	8,330	8,835	9,279	9,747	10,236	10,749

SCHEDULE for PART TIME NURSE TITLES

CLASS GRADE		ENTRANCE RATE	STEP 2 AFTER 1,000 HRS	STEP 3 AFTER 2,000 HRS	STEP 4 AFTER 4,000 HRS	STEP 6 AFTER 7,000 HRS
4	HOURLY	33.68	35.32	37.10	38.98	41.40
5	HOURLY	37.10	38.98	40.99	43.01	45.59
8	HOURLY	45.14	47.44	49.83	52.30	54.92

Exhibit F

ILLINOIS NURSES ASSOCIATION
SALARY SCHEDULE for REGISTERED NURSES

SCHEDULE S

January 1, 2017

CLASS GRADE		ENTRANCE RATE STEP 1 FIRST 6 MONTHS	STEP 2 NEXT 12 MONTHS	STEP 3 NEXT 12 MONTHS	STEP 4 NEXT 12 MONTHS	STEP 5 NEXT 12 MONTHS	STEP 6 AFTER 1 YEAR AT STEP 5 RATE & 5 YRS SERVICE	STEP 7 AFTER 1 YEAR AT STEP 6 RATE & 7 YRS SERVICE	STEP 8 AFTER 1 YEAR AT STEP 7 RATE & 10 YRS SERVICE	STEP 9 AFTER 1 YEAR AT STEP 8 RATE & 15 YRS SERVICE	MAXIMUM RATE STEP 10 AFTER 1 YEAR AT STEP 9 RATE & 20 YRS SERVICE
4	ANNUAL	62,076	65,088	68,376	71,844	76,284	80,040	84,012	88,296	92,736	97,320
	MONTHLY	5,173	5,424	5,698	5,987	6,357	6,670	7,001	7,358	7,728	8,110
5	ANNUAL	68,376	71,844	75,552	79,272	84,012	88,296	92,736	97,320	102,216	107,340
	MONTHLY	5,698	5,987	6,296	6,606	7,001	7,358	7,728	8,110	8,518	8,945
8	ANNUAL	83,196	87,432	91,836	96,384	101,208	107,340	112,740	118,428	124,368	130,596
	MONTHLY	6,933	7,286	7,653	8,032	8,434	8,945	9,395	9,869	10,364	10,883

SCHEDULE for PART TIME NURSE TITLES

CLASS GRADE		ENTRANCE RATE	STEP 2 AFTER 1,000 HRS	STEP 3 AFTER 2,000 HRS	STEP 4 AFTER 4,000 HRS	STEP 5 AFTER 7,000 HRS
4	HOURLY	34.10	35.76	37.56	39.47	41.91
5	HOURLY	37.56	39.47	41.51	43.55	46.16
8	HOURLY	45.71	48.03	50.45	52.95	55.60

EXHIBIT G

City of Chicago
Department of Personnel

Tuition Reimbursement
Application Form

Term ____

IMPORTANT NOTICE: Read "Tuition Reimbursement Policy" on reverse side. After completion send to Department of Personnel. Staff & Organization Development, City Hall Room 1101, 121 North LaSalle Street, Chicago, Illinois 60602

Soc. Sec. No: ____________ Name ____________

Address ____________ Zip Code ________ Birth Date ________

This information is for statistical purposes only:
Sex: ☐ F ☐ M Race: ☐ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American Indian or Alaskan Native

---

Department ____________ Bureau Section ____________

Title ____________ Work phone ________ Home phone ________

Employee Status: ☐ Full Time ☐ Part Time Payroll No. ____________

Name of school ____________ Address ____________

Type of education/training program:

☐ Undergraduate Major ____________ Credit hrs. to date ____
☐ Graduate Major ____________ Credit hrs. to date ____
☐ Vocational/Technical Certificate sought ________ Credit hrs. to date ____
☐ Work related seminar Program name ________ Credit hrs. to date ____

Are you in a degree program? ☐ Yes ☐ No
Have you ever received reimbursement from the City for this Degree program? ☐ Yes ☐ No

Do you receive Financial Assistance from any other source? ☐ Yes ☐ No
If yes, what is the amount of assistance? $________ Term: ☐ Semester ☐ Quarter

List any courses in which you are currently registered.

	Course Number	Course Title	Start Date	End Date	Tuition	Credit Hours
1.						
2.						
3.						
4.						

I hereby apply for reimbursement in accordance with the established "Tuition Reimbursement Policy" and requirements of the Department of Personnel, I have read the ____ on the reverse side of this application, understand it, and agree to comply with these provisions. I also certify the information given above is correct and the education/training program is job related.

Signature of applicant ______________________________ Date ______________

is (are) course(s) related to the employee's current or probable future work with the city? ☐ Yes ☐ No

Signature Title Date

Approval of Department of Personnel: ☐ Approved ☐ Disapproved ______________

Initial ______________

Date application receipt sent:__________ Date verification received: __________

EXHIBIT G

City of Chicago
Department of Personnel

RELEASE OF FINANCIAL AID INFORMATION

Employee

Complete Sections A and B. Send this form and one copy of the PER-50 form to the Department of Personnel. Staff and Organization Development, City Hall Room 1101, Chicago, 60602. Send the second copy of the PER-50 form, to your department head for approval.

This Release (PER-51) is then sent by the Department of Personnel to the educational institution for information concerning any financial and (scholarships. Federal grants-in-aid. G.I. bill aid, etc.) that an employee may be receiving. The City of Chicago will pay only the difference between the amount of tuition to be reimbursed and the amount already paid by other financial aid sources. No reimbursement will be given until the Department of Personnel has received the PER-51 from the institution.

Section A

From: ______________________________
Employee Name

____
Social Security Number

I hereby authorize ______________________________ to released to the City of Chicago, Department of Personnel, all financial aid information requested before for the ______________________________ term, 20____.

______________________________ ______________________________
Signature Date

Section B

From: ______________________________
Name of Institution

Re: ______________________________
Name of Student

____
Social Security Number

Return to: City of Chicago
Department of Personnel
City Hall -- Room 1100
121 North LaSalle Street
Chicago, IL 60602

APPLICANTS: DO NOT WRITE BELOW THIS LINE

Section C

1. Is student receiving Financial Aid for the ______________ term, 20_____?
☐ Yes ☐ No

2. If yes, what type and amount?

☐ ISSC $________ ☐ LEEP $________ ☐ G.J. Benefits $__________

☐ Other $________ ☐ Other $________ ☐ Other $__________

______________________ ______________________________

Date Signature

______________________ ______________________

Title Phone Number

EXHIBIT H

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 hrs. a week) or part-time (more than 17 ½ but less than 35 hrs. 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, or be an on-line course of study which otherwise meets the requirements of this policy.

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 Human Resources, 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 Human Resources.

G. All applications must be submitted to the Department of Human Resources 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 Human Resources 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 Human Resources. 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 Human Resources. 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-SO).

2. Complete one (1) copy of the Release of Financial Aid Information form (PER-51)

3. Immediately send one (1) copy of the PER-SO form, without the departmental signatures, and the PER-5l form to the Department of Human Resources, Staff & Organization Development, City Rail - Room 1100.

4. Send the second copy of the PER-SO 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 Human Resources, 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 Al-4 as above.

2. Prepare a letter of explanation to the Commissioner of Human Resources, 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-SO to the Department of Human Resources. 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-SO form.

2. Immediately send one (1) copy of the PER-SO form without the departmental signatures to the Department of Human Resources.

3. Send the second copy of the PER-SO form through your department to secure the Department Head's or designated representative's signature.

4. Complete step B-2: The letter requested in this step must be APPROVED PRIOR to 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. Grade "B" and "C": Full time - 75% Part time - 37 1/2%

B. Graduate and Professional School

1. Grade "A": Pull 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 Human Resources 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 Human Resources will administer the Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

In the event an employee commences an undergraduate or graduate degree (including a law degree) program after the execution of this agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the City, all tuition costs (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer. If the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining the degree, the employee shall repay one-half (50%) of the tuition reimbursement to the Employer. If the employee does not complete the degree program and voluntarily resigns from the City, the employee shall repay 100% of all tuition reimbursement received for any course completed within two (2) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The provision shall not apply to reimbursement where the employee is required by the Employer to attend an educational or training program nor shall this provision apply to employees who resign from one department within the City of Chicago for the purpose of accepting employment within another City of Chicago Department.

City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
Suite 1040
30 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 742-9029 (FAX)
(312) 744-5131 (TTY)

http://www.cityofchicago.org

SIDE LETTER 1

November 29, 2007

Pam Brunton
Illinois Nurses Association
105 W. Adams, Suite 2101
Chicago, Illinois 60603

Re: Illinois Nurses Association and City of Chicago
2007 Contract Negotiations
Side Letters

Dear Ms. Brunton:

This is to confirm that the parties have agreed to attach to the Agreement this Side Letter 1, as well as attached Side Letters 2 through 15, and that all said side letters shall be in full force and effect for the duration of the Agreement. The parties further hereby agree to delete any and all other side letters previously in effect between the parties.

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

Illinois Nurses Association

By: P Brunton

SIDE LETTER 2

April 30, 1996

SIDE LETTER

Dear Ms. Adams:

This will confirm the understanding of the Employer and INA that all supplemental-letter agreements which are in writing, and have been signed or initialed throughout the course of the negotiations, are considered incorporated in and part of the Agreement.

Sincerely,

William Kinerian
William Kinerian
Director of Labor Relations

AGREED

Valerie Adams
INA Representative

5-20-96
Date

SIDE LETTER 3

James Brennwald
Senior Attorney/Supervisor
Department of Law
City of Chicago
30 N LaSalle Street, Suite 1020
Chicago, Illinois 60602

Dear Mr. Brennwald:

This letter is to confirm our Agreement that the Association will provide an itemized fair share notice (hereafter "Notice") which sets forth the major expenditures of the Association qualifying for fair share purposes, and a statement that the information on the Association's expenditures was obtained from the most recent annual audited financial statement of the Association. The Association will also provide, as part of the Notice, a description of the procedure available to non-member employees by an impartial decision-maker and a statement that disputed portions of fair share objectors' fair share fees will be placed in an escrow account while the objections are pending. Prior to distribution to non-members, the Association shall submit the Notice to the individual or official designated by the Employer for the purpose. The initial Association notice shall satisfy this requirement unless such notice is amended or changed.

The Employer will provide the Association with complete names and addresses, on a monthly basis for all persons hired, in the Association's bargaining unit. The Association shall notify in writing each non-member employee in its bargaining unit of his/her fair share obligation. The Association shall be responsible for distribution of all fair share notices to non-members, including new hires, upon receipt of names and addresses for these employees from the Employer. The Association will certify to the Employer that distribution of the Notice has been completed. The Employer shall not be responsible for the fair share processes, except as provided herein. The Employer shall not be a party to, but shall be bound by, any decision obtained through the Association's internal fair share dispute resolution procedure. The Employer shall not be responsible under any circumstances to guarantee the legal sufficiency or factual accuracy of the Association's fair share calculations, fair share amount or fair share procedures.

The Employer shall not be obligated to remit a fair share deduction to the Association until it has distributed a fair share notice and dispute resolution procedure consistent with the terms of this letter and of Section 9.2, 9.3 and 9.4 of the contract. In the event of a dispute as to compliance, the Employer and the Association shall place deductions in an interest bearing account and proceed to an expedited arbitration on the issues(s) raised by the Employer.

It is further agreed in connection with the indemnification provision of Section 9.5 of the contract that in the event of a claim, suit or demand brought against the Employer arising out of any action taken for the purpose of complying with the provisions of Article 9 of the contract, or in reliance on any list, notice, certification or assignment furnished thereunder, the Employer shall have the option of representing itself through the office of the Corporation Counsel or through the appointment of a Special Assistant Corporation Counsel. In either event, the Employer shall be solely responsible for the payment of the attorney's fees so generated in representing itself. If, however, the Employer does not exercise either of the above options, the Association shall be solely responsible for the payment of attorney's fees incurred in the defense of the Employer, provided that the Association shall, after consulting with the Employer, select the attorney(s)to represent the Employer.

AGREED:

For the City of Chicago	For the Association
[signature]	Lawrence Bassin
	Illinois Nurses Association
4/4/01	4/3/01
Date	Date

SIDE LETTER 4

April 30, 1996

SIDE LETTER

Dear Ms. Adams:

This will confirm the understanding of the Employer and the Illinois Nurses Association (INA) that the RN's shall not ordinarily be assigned to routine cleaning or clerical duties that can more appropriately be performed by other employees.

Sincerely,

William Kinehan

William Kinehan
Director of Labor Relations

AGREED

Valerie Adams

INA Representative

5-20-96

Date

SIDE LETTER 5

May 20, 1996

Ms. Valerie Adams
Staff Specialist, Labor Relations
Illinois Nurses Association
330 S. Wacker Drive - Suite 2200
Chicago, Illinois 60606

Dear Ms. Adams:

This is to confirm that organizational units for the purposes of detailing are as follows:

1. Department of Human Services

2. Department of Fire

3. Department of Police

4. Department of Health - Six Regions

   The regions within the Chicago Department of Public Health, Division of Public Health Protection/Regulation and Community Health are described on the attached map.

Detailing of Nurses shall first be done within a specific region.

If there are insufficient Nurses with the then present ability to perform the required work in that region, the Department of Health will utilize Nurses who have the then present ability to do the required work, from an adjacent region.

If there are insufficient Nurses with the then present ability to perform the required work in said regions, the Department will utilize Nurses from any other region provided they have the present ability to do the required work.

The parties agree that the above listed organizational units were discussed in negotiations between the parties. In the event a change in an organizational unit becomes necessary, the Employer shall give prior notice to the Association and, upon request, meet to discuss such changes. It is the Employers intent to elicit meaningful input from the Association in this regard and the Association may make recommendations to the Department Head. The Employer will not be arbitrary or capricious in said organizational units.

Sincerely.

William Kinehan
Director of Labor Relations

AGREED

Valerie Adams
INA Representative

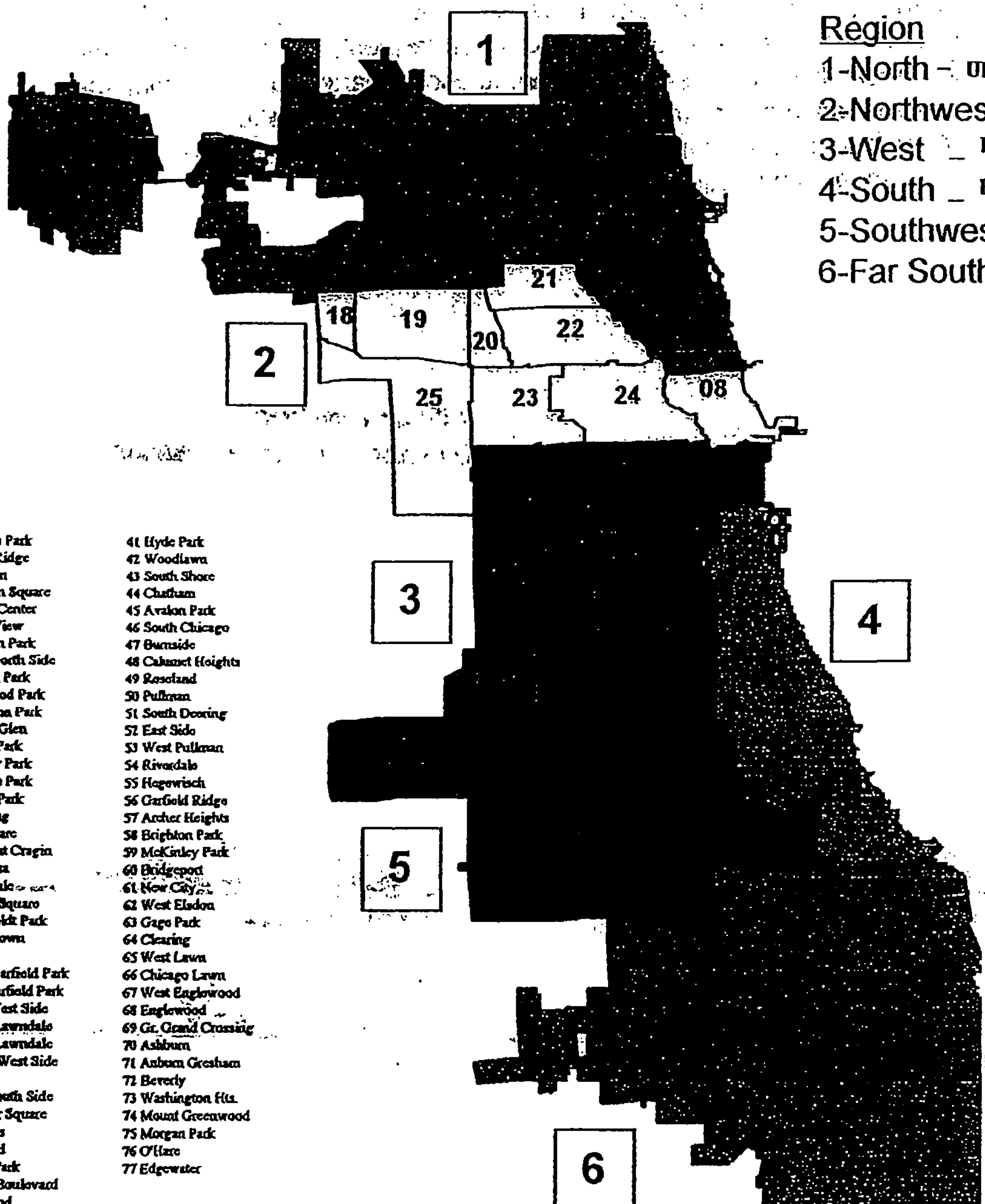
Bill Kinehan
City of Chicago

5-20-96
Date

5/20/96
Date

[wpfile3/nurses.agr/p12]

Regional Health Districts



Region
1-North - UPTOWN
2-Northwest _WESTTOWN
3-West _ LOWER WEST
4-South _ HOLMAN
5-Southwest_ ENGLEWOOD
6-Far South _ ROSELAND

01 Rogers Park
02 West Ridge
03 Uptown
04 Lincoln Square
05 North Center
06 Lake View
07 Lincoln Park
08 Near North Side
09 Edison Park
10 Norwood Park
11 Jefferson Park
12 Forest Glen
13 North Park
14 Albany Park
15 Portage Park
16 Irving Park
17 Dunning
18 Montclare
19 Belmont Cragin
20 Hermosa
21 Avondale
22 Logan Square
23 Humboldt Park
24 West Town
25 Austin
26 West Garfield Park
27 East Garfield Park
28 Near West Side
29 North Lawndale
30 South Lawndale
31 Lower West Side
32 Loop
33 Near South Side
34 Armour Square
35 Douglas
36 Oakland
37 Fuller Park
38 Grand Boulevard
39 Kenwood
40 Washington Park
41 Hyde Park
42 Woodlawn
43 South Shore
44 Chatham
45 Avalon Park
46 South Chicago
47 Burnside
48 Calumet Heights
49 Roseland
50 Pullman
51 South Deering
52 East Side
53 West Pullman
54 Riverdale
55 Hegewisch
56 Garfield Ridge
57 Archer Heights
58 Brighton Park
59 McKinley Park
60 Bridgeport
61 New City
62 West Elsdon
63 Gage Park
64 Clearing
65 West Lawn
66 Chicago Lawn
67 West Englewood
68 Englewood
69 Gr. Grand Crossing
70 Ashburn
71 Auburn Gresham
72 Beverly
73 Washington Hts.
74 Mount Greenwood
75 Morgan Park
76 O'Hare
77 Edgewater

7/24/95
Revision 4

SIDE LETTER 6

April 30, 1996

Ms. Valerie Adams
Staff Specialist, Labor Relations
Illinois Nurses Association
330 S. Wacker Drive - Suite 2200
Chicago, Illinois 60606

Dear Ms. Adams:

If the CTA should for any reason discontinue its practice of providing free travel for uniformed nurses, the City shall meet with the INA and discuss alternative travel arrangements.

Sincerely,

William Kinehan

William Kinehan
Director of Labor Relations

AGREED

Valerie Adams

INA Representative

5-20-96

Date

SIDE LETTER 7

The parties agree that full time nurses who convert to part-time will be given credit for salary placement purposes for all hours worked after January 1, 1985.

AGREED

William Kurshan
For the City of Chicago

June 12, 1996
Date

Valerie Adams
For the Illinois Nurses Association

6-12-96
Date

SIDE LETTER 8

April 30, 1996

Ms. Valerie Adams
Staff Specialist, Labor Relations
Illinois Nurses Association
330 S. Wacker Drive - Suite 2200
Chicago, Illinois 60606

Dear Ms. Adams:

Under Section 5.6 of the Agreement, a nurse who is on vacation and suffers a covered death in the family may request that the Department Head allow the nurse to return to work and take her leave with pay under Section 5.6. The Department Head may grant said request within the Department Head's discretion.

Sincerely,

William Kinehan
Director of Labor Relations

AGREED

INA Representative	City of Chicago
5-20-96	5/20/96
Date	Date

[wpfile/nurses.agr/p5]

City of Chicago
Richard M. Daley, Mayor

Department of Personnel

Commissioner

North LaSalle Street

Administration
Employment Services
Records & Information Services
City Hall, Room 1100-1102
(312) 744-4962 (Voice)
(312) 744-4976 (Voice)
(312) 744-4954 (Voice)
(312) 744-1521 (FAX)

Employee Assistance Program
(312) 747-0399 (Voice)
(312) 747-8970 (FAX)

Classification
Labor Relations
Loss Prevention
Sexual Harassment
DePaul Center, Suite 330
333 South State Street
Chicago, IL 60604-3973

Training Division
DePaul Center, Suite 520
333 South State Street
Chicago, IL 60604-3975
(312) 747-4405 (FAX)

SIDE LETTER 9

August 17, 1999

Ms. Michelle Couturier
Staff Specialist, Labor Relations
Illinois Nurses Association
300 South Wacker Drive, Suite 2200
Chicago, Illinois 60606

Dear Ms. Couturier:

This letter is to inform you that the Department of Personnel's Classification and Compensation Service Division has deleted the following job classifications.

Title	Title code	Grade	B.U.
Case Manager	3755	S05	37
Psychiatric Nurse	3531	S04	37

Please be advised that the City recognizes that these job classifications are represented by the Illinois Nurses Association (INA). If these job classifications as well as the duties and responsibilities encompassed by them are re-established in the future, they will continue to be represented by the INA.

Should you have any questions, please contact me or a member of my staff at 747-8975.

Sincerely,

William Kinehan

William Kinehan
Director of Labor Relations

WK/nm

NEIGHBORHOODS

City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Suite 1020
30 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 744-3989 (FAX)
(312) 744-5131 (TTY)

http://www.ci.chi.il.us

SIDE LETTER 10

6/13/00

Larry Basem
Illinois Nurses Association
300 South Wacker Drive
Suite 2200
Chicago, Illinois 60606

Re: **Illinois Nurses Association and City of Chicago**
1999 Contract Negotiations
Tuition Reimbursement/City Colleges

Dear Mr. Basem:

This is to confirm the parties' agreement that, notwithstanding the terms of part III.D of Appendix P of this Agreement, effective January 1, 2001, the City will reimburse tuition fees paid to the City Colleges of Chicago in accordance with the terms of Appendix L, but only for courses providing credits which are both necessary for, and transferable toward, the attainment of a BSN degree, and only for such courses beginning on or after January 1, 2001.

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

Illinois Nurses Association

By: Lawrence Basem

City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Suite 1020
30 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 744-3989 (FAX)
(312) 744-5131 (TTY)
http://www.ci.chi.il.us

SIDE LETTER 11

6/13/00

Larry Basem
Illinois Nurses Association
300 South Wacker Drive, Suite 2200
Chicago, Illinois 60606

Re: **Illinois Nurses Association and City of Chicago**
1999 Contract Negotiations -- Team Leaders

Dear Mr. Basem:

This is to confirm the parties' agreement that, effective no later than January 1, 2001, where "team leader" duties and responsibilities are to be regularly performed at any Department of Health ("Department") Neighborhood Health Center or Department Maternal and Child Health Primary Care Clinic, said duties and responsibilities shall normally be performed by employees working in the classification of Public Health Nurse II ("PHN II"), in addition to such employees' other duties and responsibilities.

The City agrees that, for any current Public Health Nurse I ("PHN I") who bids on a posted PHN II/team leader position posted before January 1, 2002 at any Department Neighborhood Health Center or Department Maternal and Child Health Primary Care Clinic, and solely for the purpose of determining whether the PHN I meets the minimum qualifications to fill that PHN II/team leader position pursuant to Section 6.5 of this Agreement, the City will waive the requirement of a BSN degree included in the City's PHN II class specification. Said BSN degree requirement will also be waived for the purpose of considering requests for transfer between PHN II/team leader positions at Department Neighborhood Health Centers or Department Maternal and Child Health Primary Care Clinics, but not for transfers to any other PHN II positions.

Nothing in this side letter of agreement shall be construed as requiring the Department to maintain any minimum number of staff at any work site, or as otherwise restricting the Department's managerial rights to assign work.

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:
Illinois Nurses Association
By: Lawrence Basem

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BUILDING CHICAGO TOGETHER

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City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
Suite 1040
30 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 742-9029 (FAX)
(312) 744-5131 (TTY)

http://www.cityofchicago.org

SIDE LETTER 12

October 30, 2007

Pam Brunton
Illinois Nurses Association
105 W. Adams, Suite 2101
Chicago, Illinois 60603

Re: Illinois Nurses Association and City of Chicago
2007 Contract Negotiations
Posting of Assignments in New Programs

Dear Ms. Brunton:

This is to confirm the agreement of the parties that, in the event the Department of Health ("Department") implements a new program at any work-site or sites, and the Department determines that it will assign any incumbent bargaining unit personnel to the program on a regular basis, to perform work within the employee's job classification, without declaring a "permanent vacancy" for the assignment within the meaning of Section 6.5 of the Agreement, the Department will, no later than thirty (30) days after the implementation of the new program, post an announcement on a designated bulletin board at each work-site and at other appropriate locations as designated by the Employer, notifying employees of the implementation of the new program, and of the opportunity to request regular assignment to the program to perform work within their existing job classification. The Department will consider any requests to be assigned to the new program pursuant to the posting, provided that, in order to receive consideration, any such requests must be in writing, and must be received by the Department within fourteen (14) calendar days of the posting of the announcement.

Sincerely,

James Q. Brennwald
Assistant Chief Labor Counsel
(312) 744-5395

AGREED:

Illinois Nurses Association

By: ______________________

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

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City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
Suite 1040
30 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 742-9029 (FAX)
(312) 744-5131 (TTY)

http://www.cityofchicago.org

SIDE LETTER 13

October 30, 2007

Pam Brunton
Illinois Nurses Association
105 W. Adams, Suite 2101
Chicago, Illinois 60603

Re: Illinois Nurses Association and City of Chicago
2007 Contract Negotiations
Health Care - LMCC Referral

Dear Ms. Brunton:

Pursuant to Section 4.10 of the Agreement, the Employer and the Association agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan effective January 1, 2008 in areas that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA and Bio-metric Screening
- Health Fairs
- Weight Management Program
- Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted Injuries
- Comprehensive Communication and Outreach Strategies

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

Illinois Nurses Association

By: ______________________

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City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
Suite 1040
30 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 742-9029 (FAX)
(312) 744-5131 (TTY)

http://www.cityofchicago.org

SIDE LETTER 14

November 29, 2007

Pam Brunton
Illinois Nurses Association
105 W. Adams, Suite 2101
Chicago, Illinois 60603

Re: Illinois Nurses Association and City of Chicago
2007 Contract Negotiations
Part-Time Nursing Titles

Dear Ms. Brunton:

This is to confirm the parties' agreement that the City will review and consider the feasibility of creating and implementing new bargaining unit titles to be utilized for the hire of employees on a part-time basis. In the event the City decides to establish any such new bargaining unit titles, the City will notify the Association, and the terms of Section 1.1 shall apply. In addition, the City will, following request from the Association, meet and discuss the inclusion of the new titles under the Agreement, and the applicable terms.

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

Illinois Nurses Association

By: ____________________

City of Chicago
Richard M. Daley, Mayor

Department of Law

Mara S. Georges
Corporation Counsel

Labor Division
Suite 1040
30 North LaSalle Street
Chicago, Illinois 60602
(312) 744-5100
(312) 742-9029 (FAX)
(312) 744-5131 (TTY)

http://www.cityofchicago.org

SIDE LETTER 15

November 29, 2007

Pam Brunton
Illinois Nurses Association
105 W. Adams, Suite 2101
Chicago, Illinois 60603

Re: Illinois Nurses Association and City of Chicago
2007 Contract Negotiations
Implementation of New Salary Schedule for Grades 4 and 5

Dear Ms. Brunton:

This is to confirm the parties' agreement that, in implementing Section 4.1a of the Agreement, the City will follow the attached "Guidelines For Implementation of Salary Schedule Adjustment for Grades 4 and 5."

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312) 744-5395

AGREED:

Illinois Nurses Association

By: ______________________

GUIDELINES FOR IMPLEMENTATION OF SALARY SCHEDULE ADJUSTMENT FOR GRADES 4 and 5 (SECTION 4.1a)

11/29/07

1. **NEW SALARY SCHEDULE RATES FOR GRADES 4 AND 5 EFFECTIVE JANUARY 1, 2008**

   A. Based on current salary schedule. Look at the current (3/1/07) salary schedule.

   B. Grade 4 and 5 rates moved one step to the left. Effective January 1, 2008, the current step 1 (entry) rate drops off the table, the current step 2 rate becomes the new step 1 rate, the current step 3 rate becomes the new step 2 rate, etc. The new step 10 rate will be the same as the current step 9 rate of the next higher grade.

2. **PLACEMENT OF GRADE 4 AND 5 INCUMBENTS ON NEW SALARY SCHEDULE EFFECTIVE JANUARY 1, 2008: ONE STEP TO THE LEFT**

   A. Follow the current rate. Also effective January 1, 2008, incumbent employees in Grades 4 and 5 will be placed in the step in their grade that corresponds to their current step rate. That is, each such employee (except for employees at step 1 - see below) will be moved one step to the left, so the employee's current step rate will remain the same, at least initially.

   B. Eligible to advance/return to former step based on time already served at current step rate.

      (1) Incumbent employees who are moved one step to the left will retain their anniversary date, and will be eligible to advance/return to their former step (and the new, higher rate for that step) on the completion of one year at their current step rate (or, in the case of employees moved from step 2 to step 1, on the completion of six months at their current step rate).

      (2) In determining how long an employee has been at his/her current step rate, ***all time already served at the current step rate will be included.***

      (3) An incumbent employee who has been moved one step to the left will be eligible to advance/return immediately to his/her former step (and the new, higher rate for that step), effective January 1, 2008, if (a) the employee's former step was 5, 6, 7, 8, 9 or 10, and the employee has already been at his/her current step rate for at least one year; or (b) the employee's former step was 2, and the employee has already been at his/her current step rate for at least 6 months.

      (4) January 1, 2008 will become the new anniversary date for employees who advance/return immediately to their former step.

3. **INCUMBENT EMPLOYEES AT STEP ONE**

Any employees who are at step 1 as of January 1, 2008 will remain at step 1, but at the new, higher step 1 rate. January 1, 2008 will become the new anniversary date for such employees, who will then become eligible for advancement to step 2 on the completion of 6 months at the new step 1 rate.

4. **ADDITIONAL ACROSS-THE-BOARD PERCENTAGE INCREASES BEGINNING JANUARY 1, 2008**

After adjusting the rates for grades 4 and 5 of the salary schedule as described above, effective January 1, 2008, and after placing incumbents in those grades in the appropriate steps, all steps in all grades on the salary schedule will be increased in accordance with the terms of Section 4.1b.

Side Letter # 16

November 26, 2013

Khristian G. Parker
Staff Specialist
Illinois Nurses Association
105 W. Adams, Suite 1420
Chicago, IL 60603

RE: INA and City of Chicago
2012 - 2017 Contract Negotiations
Grievance and Arbitration Procedure Changes

Dear Khris:

This is to confirm the parties' agreement that the changes negotiated with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)1, and 7.2(b) of the 2012-2017 collective bargaining agreement shall apply only to disciplinary actions whose effective date occurs on or after the effective date of ratification of the new collective bargaining agreement by City Council. The changes negotiated with respect to arbitrations in Section 7.2(a)2, Step IVB of the new collective bargaining agreement shall apply only to arbitrations where the first date of hearing commenced on or after the effective date of ratification of the new agreement by City Council.

The parties further understand and agree that the changes with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)1 and 7.2(b) of the 2012-2017 collective bargaining agreement shall not apply to any discipline of any employee employed by the Department of Police until the following occurs: (1) effective ninety (90) days after final ratification of the new collective bargaining agreement by City Council, the Superintendent of Police shall have the authority to suspend for more than thirty (30) days and to discharge civilian employees represented by INA, and to resolve grievances relating to such disciplinary matters through binding arbitration; and (2) in order to facilitate all issues related to this change in the Superintendent's authority, the Employer and the Association meet to work cooperatively to implement the changes with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)1 and 7.2(b), which process the parties will endeavor to complete within the ninety (90) day period following ratification.

Sincerely,

Cicely J. Porter Adams
Assistant Chief Labor Negotiator
312.744.3284

AGREED

INA

By:______________________________

Khristian G. Parker

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-6121

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Collective bargaining agreement with American Federation of State, County and Municipal Employees, Council 31

Committee(s) Assignment: Committee on Workforce Development and Audit

WKFORCE

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance approving a Collective Bargaining Agreement with AFSCME Council 31.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The City Council hereby approves an agreement between the City of Chicago and the American Federation of State, County and Municipal Employees Council 31, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute that agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

AGREEMENT

BETWEEN

THE CITY OF CHICAGO

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31

July 1, 2012 - June 30, 2017

Ratified by City Council effective __________, 2014

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31
TABLE OF CONTENTS

AGREEMENT

This Agreement is entered into this __ day of ____, **2014,** by and between THE CITY OF CHICAGO, an Illinois municipal corporation, and the City Treasurer, and the City Clerk, joint Employer, (hereinafter called "Employer"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, (hereinafter called "Union").

It is the purpose of this Agreement to promote harmonious relations between the Employer and the Union, to establish a peaceful procedure for the resolution of differences, and to establish the rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1.1 - Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and all other terms and conditions of employment for all employees employed by the Employer in job classifications listed in Schedules 1, 2, 3 and 4 attached.

Should the parties agree that other titles appropriately belong in an AFSCME represented bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit(s) involved, even if there are no incumbents in the title at the time. Such stipulation shall be filed with the Labor Relations Board in accordance with its procedures. Should the Union seek to represent any title(s) requiring a demonstration of majority support, and there are no unresolved issues as to employee status, such support shall be demonstrated in accordance with the Labor Relations Board procedures for voluntary recognition.

It is the policy of the Employer to support its employees' legal right to freely choose whether or not to be represented by a union.

Section 1.2 - Unit Work

The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to 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.

As a further exception, where employees who are not in a unit covered by this Agreement have in the past performed unit work or have performed work which is subsequently (after July 1, 1996) assigned to bargaining unit employees, they may continue to do so unless it limits an employee's promotional opportunities within the bargaining unit, eliminates a unit position, lowers an employee's classification, or reduces the number of unit positions; provided that, said employees who are not part of a bargaining unit represented by another union and whose positions were not performing what is presently unit work prior to February 13, 1986, who for more than sixty (60) days continually perform unit work a majority of their time shall either have their position accredited to the unit or be placed in the proper classification within the unit. Nothing herein shall preclude the accretion of positions by mutual agreement or pursuant to the procedures of the ILLRB.

The Employer shall notify the Union when it uses positions designated in the budget for bargaining unit titles for titles outside the bargaining unit, which notice shall include the name and title of the individual(s) placed in such positions.

Nothing in this Section shall limit the Employer from subcontracting work to non-employees, except as this inherent right may be subject to specific limitations, if any, in this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 - 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 for lack of work or for lack of funds; to hire, classify, transfer and assign work, promote, 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 2.2 - Work Standards

The Employer has the right to establish **and revise** reasonable work **productivity measurement** standards. Prior to establishing **such** standards **or implementing new standards,** the Employer will notify the Union **of such standards in writing,** and upon request of the Union, shall meet to discuss such standards. **In departments where work productivity measurement standards exist, copies shall be provided to employees and to the Union.**

Section 2.3 - Rules of Conduct

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline or harm, the Employer shall transmit a copy 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.

ARTICLE 3 - UNION RIGHTS

Section 3.1 - Exclusive Bargaining Agent

The Employer shall not negotiate with employees to change the employee's wages, hours or working conditions set forth in this Agreement, except if the Union agrees. The Employer shall not meet, discuss, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to wages, hours or working conditions of the employees covered by this Agreement.

Section 3.2 - Right of Access

Duly authorized officials of the Union will be permitted to enter Employer facilities at any reasonable time for purposes of handling grievances, observing conditions under which employees are working, or attending meetings mandated or permitted by 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 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.

Any time off with pay provided for under this Article shall be at the employee's appropriate rate of pay as though the employee were working.

Section 3.3 - Bulletin Boards

The Employer shall provide bulletin boards or space on bulletin boards at each Employer physical site, the number, size and location to be mutually agreed to by the Employer and the Union. The said bulletin boards or space shall be for the sole and exclusive use of the Union for Union business. Posted material shall not be abusive, inflammatory or partisanly political in nature and shall be signed and dated prior to posting.

Section 3.4 - Distribution of Literature

Distribution of Union literature only shall be permitted in non-work areas where city business is not conducted with members of the public during the non-work time of the employee who is distributing and the employee who is receiving the literature. In addition, distribution shall be permitted which does not interfere with the work of other employees or the business of the public.

Section 3.5 - Conference Rooms

The Employer agrees to make available conference and meeting rooms for Union meetings upon request of a Union representative, subject to the Employer's reasonable rules relating to the Union's use of its facilities.

Section 3.6 - Pay for Meetings

Effective as of the date of this Agreement, Employees shall be allowed time off with pay at the employee's regular rate of pay for certified stewards training, to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement. Employees, including Union representatives, shall obtain the prior approval of his/her supervisor, or that supervisor's designee, before using any paid City time for such meetings. Employees are expected to communicate any request for such approval as far in advance as is reasonably possible under the circumstances. Such approval will not unreasonably be denied.

The Union shall be permitted one (1) hour to present Union orientation once every calendar quarter on paid time for those employees hired during the previous calendar quarter. The orientation shall be scheduled by mutual agreement of the employees' Department and the Union. Where new employee orientation sessions are held by the Department, Union orientation may, by mutual agreement, be scheduled in connection with such sessions. The Union shall limit the number of Local Union representatives on paid time in such orientations to no more than two (2) such representatives.

Section 3.7 - Time Off For Union Activities

Local Union representatives 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.

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.

The Employer agrees to meet with Union representatives, including an agreed-upon number of employees covered by this Agreement, at reasonable mutually-agreed times to negotiate a subsequent Collective Bargaining Agreement. The names of the designated representatives shall be certified to the Employer in writing by the Union. Employees attending the meeting shall participate without loss of pay.

A reasonable number of elected delegates, up to 35, will be permitted to attend a State or National AFSCME Convention once each year without loss in pay for the time spent en route to and from, and attending, the Convention, up to two (2) days for State Conventions and up to five (5) days for National Conventions. Such time off shall not be detrimental in any way to the employee's record.

ARTICLE 4 - JOINT COMMITTEES

Section 4.1 - Labor/Management

For the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern, the head of each

Department or his/her Designee shall meet quarterly with the appropriate Union committee representing the Bargaining Unit. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably denied. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties. These meetings may be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the Union, the Department Head and the Director of Labor Relations.

The City of Chicago, Department of Personnel, shall meet with the Union at least once every six (6) months to discuss any subject of mutual concern, except for grievances and changes in this Agreement. More frequent meetings may be held upon mutual agreement between the parties. These meetings shall be scheduled at a time, place and date mutually agreed upon and may be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the parties.

Among the items for discussion at the request of either party at departmental Labor-Management meetings are the following:

1. Work Location definition for detailing
2. Union Orientations
3. Flex-time
4. Schedules

5. Special Committees

6. Payment or Provision of Uniforms

7. Impact on Staff Reductions

Any Agreements recommended shall be reduced to writing and shall be submitted for approval to the Department of Personnel, Director of Labor Relations and AFSCME Council 31.

A request by the Union to the affected department to discuss the impact of a staff reduction on a particular worksite(s) shall be considered reasonable and a meeting to discuss such reductions shall be held within five (5) working days of said request.

It is the further understanding of the parties that discussion of the addition and replacement of VDT work stations to conform with the provisions set forth in the collective bargaining agreement will take place at departmental labor-management and health and safety committee meetings.

Further, information regarding work stations not meeting such provisions will be forwarded to City-wide labor-management and health and safety committees which will endeavor to set a timetable for expeditious replacement.

Section 4.2 - Health and Safety

Joint Labor-Management, Health and Safety committees shall be established in each Department with an equal number of Union and Employer representatives. The committees shall meet regularly to identify, inspect, and correct unsafe or unhealthy working conditions which may exist. For City Hall, the Kraft Building, and other multi-Department buildings, the committee shall be composed of representatives of the various Departments, and shall include a representative of the Commissioner of General Services and the Director of Labor Relations.

Employees may submit health and safety complaints to the applicable committee. A majority of the Committee may recommend remedial action. If health and safety problems are not resolved by the Department Committee, they may be referred to a City-wide committee for consideration. Any City-wide committee shall have an equal number of Union and Employer representatives and shall include the Commissioner of General Services and the Director of Labor Relations.

Section 4.3 - Day Care

A Day-Care Committee composed of a mutually agreed upon equal number of Union and Employer representatives shall meet to study the feasibility of establishing Day Care Centers for the dependents of employees of the Employer.

Section 4.4 - Job Evaluation

The parties shall appoint a committee composed of **18 individuals, 9 representatives designated by the Union and 9 representatives designated by the Employer.**

The Committee shall meet **within ninety (90) days following the ratification of this Agreement by the Union and by City Council, and** at mutually agreed upon times **thereafter**. The Committee shall study the following:

a) Career ladders which will enhance promotional opportunities;

b) Possibilities for semi-automatic progression between job titles;

c) Employer conducted and/or sponsored training programs which enhance career development; and

d) The salary grade placements of job classifications based upon the responsibility involved, the education and/or experience required, and the working conditions.

e) The Avant Job Series groupings based upon changes in job requirements and skills e.g. the ongoing computerization of clerical jobs.

f) Existing job performance evaluation systems

The Committee shall make its **advisory** recommendations in writing to the Employer and the Union **within ninety (90) days from the date of the first committee meeting.**

Section 4.5 - Quality of Public Services Committee

The parties recognize their mutual interest in improving the quality of public service and recognize that involving employees through their Union in the identification of and solution to the problems of delivering quality services is critical to the accomplishment of that goal.

A joint committee, comprised of three individuals selected by the Employer and six bargaining unit employees and Union staff selected by the Union, is hereby established with the responsibility of studying and recommending proposals to improve the quality of public services and the quality of union-management relationships. The Committee shall address means of accomplishing its goals through activities including but not limited to the following:

a. Establishing guidelines for quality of public service projects involving bargaining unit employees

b. Conducting research

c. Undertaking demonstration projects

d. Utilizing joint labor-management training programs

e. Suggesting agency-level workplace improvement projects

f. Fostering cooperative union-management initiatives at all levels.

Upon the mutual agreement of the Employer and the Union, the recommendations of the committee may be implemented in the manner and fashion the parties shall decide.

ARTICLE 5 - WAGES AND SALARY SCHEDULES

Section 5.1 – Rates of Pay

The following wage changes will be instituted for all employees on the dates specified:

Effective January 1, 2013	**1.0% increase (Exhibit A)**
Effective July 1, 2013	**1.0% increase (Exhibit B)**
Effective January 1, 2014	**1.0% increase (Exhibit C)**
Effective July 1, 2014	**1.0% increase (Exhibit D)**
Effective January 1, 2015	**1.0% increase (Exhibit F)**
Effective July 1, 2015	**1.0% increase (Exhibit G)**
Effective January 1, 2016	**1.0% increase (Exhibit H)**
Effective July 1, 2016	**1.0% increase (Exhibit I)**
Effective January 1, 2017	**2.0% increase (Exhibit J)**

Agreement effective through June 30, 2017

1. Effective July 1, 2009, and on each successive July 1 thereafter, all Library Pages who are in their first 12 months of employment shall be paid at a rate equivalent to 95% of the then-current "Living Wage" Ordinance hourly rate, and all other Library Pages shall receive 100% of such rate.

2. All increases for Library Pages after ratification of this Agreement will be effective only on the dates specified above, and will be based solely on the Living Wage Ordinance rate in effect as of said dates. There will be no other wage adjustments paid to the Library Pages under the terms of this Agreement, and under no circumstances shall a Library Page be eligible to receive the "negotiated rate" adjustments as set forth in Article 5, Section 5.1 of this Agreement.

Section 5.2 – Schedules

1. **Except as provided in paragraph (2) below or as otherwise agreed between the parties, the salary schedules for bargaining unit employees employed in job classifications covered by this Agreement are appended hereto as Exhibits A through J.**

2. **Commencing on the effective date of this Agreement, employees currently on the BZ, GZ and GZZ salary schedules, all newly hired employees, and all employees in newly certified titles will be moved to the new B or G salary schedule, as appropriate (see Salary Schedules B and G, appended hereto). Employees who are moving from the BZ, GZ or GZZ schedules, in addition to any employee who in the future is moved to the new B or G schedule from any other schedule listed in the Employer's Compensation and Pay Plan, shall be placed on the new B or G schedule at the rate of pay that is closest to, but not less than the employee's current rate of pay. Employees in newly certified titles who are currently paid at a rate that is not on a salary schedule will be placed on the appropriate salary schedule and grade as determined by the Employers Department of Human Resources, at the rate of pay that is closest to but not less than the employee's current rate of pay.**

Schedule B and G Entrance Rates.

For all employees hired on or after the effective date of this Agreement, Step 1 on both the B and G schedules shall be modified from a six (6) month step to a twelve (12) month step. Additionally, two new Entry Level steps (Steps A and B) shall be

added to both the B and G Schedules. New Entry level Step B of the B and G Schedules shall be set at approximately 3% below Step 1, and new Entry level Step A shall be set at approximately 5% below Step B.

ARTICLE 6 - HOLIDAYS AND SICK LEAVE

Section 6.1 - Current Holidays

Employees shall receive the following holidays off without a reduction in pay:

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

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 will not be unreasonably denied. A suspension without pay shall not begin or end on a scheduled work day immediately preceding or following a holiday.

A full-time employee will be considered to have worked a full day if the employee works five (5) or more hours. Part-time employees shall be considered to have worked a full day on a pro-rata basis.

The parties agree that the following days shall not be holidays for all employees of the Chicago Public Library:

Columbus Day

Veterans Day

All employees of the Chicago Public Library shall be granted two (2) personal business days during each calendar year of the collective bargaining agreement.

The procedure for granting, requesting, and approving the use of personal days shall be in accordance with the current practice during the life of the collective bargaining agreement.

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which may be scheduled in accordance with the procedures for vacation selection set forth in Section 7.6 below. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use said personal day. Requests shall not be unreasonably denied. It is understood that the provisions of Section 11.6 of this Agreement apply to this personal day. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.4.

Section 6.2 - Holiday Observance

For employees whose regularly scheduled workweek does not include Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; and 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, holidays which fall on either Saturday or Sunday will be observed on that day.

Section 6.3 - Holiday Scheduling

(a) For employees who are not scheduled on a regular Monday through Friday workweek, when a holiday falls on an employee's day off, the employee shall be granted another day off when a holiday falls during an employee's vacation, and the employee does not want to extend his/her vacation, the employee shall be granted another day off. 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 who make their requests on the same day, provided however, 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.

When a holiday falls during an employee's vacation, the employee may extend his/her vacation only if the Employer does not grant the employee an extra day's pay.

(b) An employee who is required to work on a holiday shall be given at least seven (7) days advance notice where it is known by the Employer that employees have to work on a holiday. If some but not all employees in the department are required to work on a holiday, the Employer, taking into account its operational needs, will offer the work on a rotating seniority basis first to volunteers who normally perform the work, and where there are not enough said volunteers, the work will be assigned on a rotating basis of inverse seniority, provided that, in either case, the employee who volunteers or is assigned has the then present ability to perform the work required by the Employer.

Section 6.4 - Holiday Pay

Work performed on holidays listed in this Article shall be paid at 2-1/2 times the employee's then current rate of pay, which shall include holiday pay or, at the employee's option shall be paid at 1-1/2 times the employee's then current rate of pay plus

straight time compensatory time for all time worked. Upon termination of employment for any reason, except discharge for serious misconduct, the employee or his/her estate shall be paid at the employee's then current rate of pay for any earned holidays not taken.

Section 6.5 - Sick Leave

Current and future employees employed in job classifications that are granted paid sick leave shall continue to receive said sick leave for the term of this Agreement. Said employees shall be credited with twelve (12) days of paid sick leave on January 1 of each year. New hires who are salaried paid shall be credited with paid sick leave at the rate of one (1) day for each month of employment through December 31 for the first calendar year of their employment. Sick leave may be accumulated up to two-hundred (200) days.

Notwithstanding the foregoing, effective January 1, 1998 and thereafter, all employees shall be credited with one (1) day of paid sick leave on the first day of each month. In the event an employee, or a member of employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. Should the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. The Employer reserves the right to require an employee to provide documentation that a serious illness, which would qualify for family and medical leave under the FMLA, exists.

Sick leave may be used for illness, disability, or injury of the employee. Sick leave may also be used for appointments with doctors, dentists, or other medical practitioners, or in the event of illness, disability or injury of a member of an employee's family or household for whom the employee's presence is needed, subject to reasonable rules of interpretation of the Employer.

Sick leave may be used in increments of one-half day or more. With twenty-four (24) hour prior notice and the permission of the employee's supervisor, sick leave may be used in smaller increments. In a bona fide emergency if and to the extent twenty four (24) hour notice is not possible, sick leave may also be used in smaller increments, provided that the employee promptly notify his/her supervisor. Such permission shall not be unreasonably denied. The Employer may request satisfactory proof of such emergency.

Nothing herein shall be interpreted as an agreement to remove or continue any pre-contract practice relating to non-contractual extended sick leave.

Use of sick leave as provided for in this Article shall not be detrimental to the evaluation of an employee's job performance. Employees who use sick leave as provided herein shall have their job performance evaluated on the same basis and under the same criteria as employees who have not used sick leave. Nothing herein shall preclude the Employer from delaying an employee's evaluation in the event that the time worked by the employee during the evaluation period does not provide an adequate basis for evaluation.

ARTICLE 7 - VACATIONS

Section 7.1 - Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. Full time employees will earn the following amounts of paid vacation, based on such employee's seniority or continuous service as of July 1:

Continuous Service as of July 1	Vacation
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more but less than 24 years	23 days
24 years	24 days
25 years or more	25 days

Employees of the Chicago Public Library will continue to earn vacation time as set forth below:

Pay Grade 6 and below:

Less than 6 yrs.	15 days
6 yrs. or more, but less than 14 years	18 days
14 yrs. or more but less than 23 years	23 days
24 years	24 days
25 years or more	25 days

Pay Grade 7 and above:

Pay Grade G-l thru G-l0:

Less than 14 years	20 days
14 years or more but less than 23 years	23 days
24 years	24 days

25 years or more	25 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 seniority or 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 misconduct, during a calendar year in which the employee did not have twelve (12) months of seniority or continuous service.

The amount of pro rata vacation is determined by dividing the number of months of seniority or 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.

Part-time employees who work at least fifty (50) hours per month in the prior calendar year shall be granted vacation leave on a pro-rated basis, as follows:

Hours Worked Per Year	Hours of Vacation
1,000	40
916	36
830	33
750	30
666	27
580	23

500	20
416	17
330	13
250	10
166	7
50	4

One extra vacation hour is earned for each twenty-five (25) hours over minimal hours worked.

Section 7.3 - Forfeiture of Vacation

Except as provided herein, 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. Notwithstanding the foregoing, if an employee still has unused vacation time during the fourth quarter of the vacation year, the employee upon giving written notification to the Employer before December 15th of the vacation year, may carry over no more than three (3) such days **(effective the first full calendar year following approval of the Agreement by City Council, employees having completed 10 or more years of continuous service may carry over no more than five (5) such days)** into the next vacation year. All such vacation days deferred in this fashion must be scheduled upon mutual agreement of the Employer and employee and taken before June 1 of the vacation year into which they are carried over. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the twelve (12) months following the date in which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.

Section 7.4 - Employees Laid Off, On Leave of Absence or Discharged

Employees who are discharged for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol violations on the job, or gross insubordination) 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 23 of this Agreement.

Section 7.5 - Rate of Pay

Employees shall receive their regular pay in effect at the time the scheduled vacation is taken. An employee in pay status for 50% of work time in a calendar month shall earn vacation credit.

Section 7.6 - Selection

From November 1 to November 30 inclusive, of each calendar year, employees may submit in writing to the Employer their vacation preferences for the following calendar year. Employees who file their vacation requests by November 30 shall receive responses by the last day of December. Vacation requests made after November 30 shall be granted on a first-come, first-served basis; provided however, if too many employees request on the same day vacations during the same period, the employees with the greater continuous service shall receive the vacation. Responses to said vacation requests shall be made within fourteen (14) days by the Employer, but not before the Department has responded to employees who filed during the November selection period. Vacations under this Section, will be granted by continuous service, provided however, the Department Head shall have the discretion to determine the number and scheduling of employees who can be on vacation at any one time without hindering the operation of the Department or to meet the emergency needs of the department's operations. In considering the emergency needs of the department, the Employer shall not cancel a pre-planned vacation arbitrarily. Cancellation of approved vacation requests which would result in a financial loss to the employee and/or prevent the employee from attending important personal events shall only be denied in the most extreme emergencies, and shall be subject to an expedited grievance procedure agreed upon by the parties to permit timely resolution of such disputes.

Section 7.7 - Reciprocity with Other Agencies

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 public employer shall not 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.

ARTICLE 8 MILEAGE REIMBURSEMENT

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicles to perform their assignments shall be reimbursed at the rate established from time to time by the Internal Revenue Service, with a maximum reimbursement of $350 per month. Effective February 1, 2008, the maximum reimbursement will increase to $450.00 per month. Effective February 1, 2009, the maximum reimbursement will increase to $550.00 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest $5.00 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In addition, should the Employer increase the current maximum mileage allowance for other employees of the City during the term of this Agreement beyond that set forth in this Article, the City will amend this Article to reflect the monthly dollar increase.

ARTICLE 9 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 without change during the term of this Agreement.

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 ($25,000) 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.

The specific coverages and conditions of such benefits are contained in the various Plans which are maintained by the Employer, and which are available for review by employees and the Union.

Employees will be responsible for health care contributions on a per pay period basis for either the Blue Cross PPO or the HMO plan of their choice, based on a composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. For example, contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE	EMPLOYEE +1	FAMILY
	(1.0281%)	(1.5797%)	(1.9705%)
Up to $30,000	12.50	19.00	22.00
$30,001	12.85	19.75	24.63
$40,000	17.14	26.33	32.84
$50,000	21.42	32.91	41.05
$60,000	25.70	39.49	49.26
$70,000	29.99	46.07	57.47
$80,000	34.27	52.66	65.68
$89,999	38.55	59.24	73.89
$90,000 +	38.60	59.30	73.95

All contributions shall be made on a pre-tax basis.

Effective June 30, 2006, the schedule for employee health care contributions on a per pay period basis for either the PPO, the PPO/HRA or the HMO plan of their choice shall be based on a composite 2.0% of base salary for single, employee and one, and family levels of coverage as specified below. For example, contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE (1.2921%)	EMPLOYEE +1 (1.9854%)	FAMILY (2.4765%)
Up to $30,000	15.71	23.88	27.65
$30,001	16.15	24.82	30.96
$40,000	21.54	33.09	41.28
$50,000	26.92	41.36	51.59
$60,000	32.30	49.64	61.91
$70,000	37.69	57.91	72.23
$80,000	43.07	66.18	82.55
$90,000	48.45	74.45	92.87
$100,000	53.84	82.73	103.19

All contributions shall be made on a pre-tax basis.

Section 10.1 - Policy Provisions

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 Employer and insurance companies.

Section 10.2 - Insurance Disputes

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 this Agreement.

Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings.

Section 10.3 - H.M.O's

Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer may offer coverage under more than one HMO. Effective January 1, 2006, the Employer will offer coverage under two HMO plans. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

Section 10.4 - Family Coverage

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.

Section 10.5 - Maintenance of Insurance

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 the Agreement.

The Employer will accept insurance premiums deducted from employees' ordinary disability checks for any period during which employees are eligible to pay such premiums so long as the Pension Fund allows such deductions.

Section 10.6 – Joint Labor Management Cooperation Committee on Health Care

(a) The City of Chicago and the Union (the "Parties") agree to create a Joint Labor Management Cooperation Committee ("LMCC") pursuant to the Labor Management Cooperation Act of 1978, 29 U.S.C. §175 et seq. The purpose of the LMCC is to research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the terms of this Agreement. The Parties shall memorialize their intent to create this LMCC by executing an

Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of the collective bargaining agreement between the Union and the City of Chicago. Said Trust Agreement shall be attached to the Agreement as Appendix H.

(b) The Trust Agreement shall address, without limitation, the following:

(i) Formation of a Committee to govern the LMCC consisting of ___ (__) Trustees, an equal number of which shall be appointed respectively by the City of Chicago and the Union.

(ii) Appointment by the City and the Union of a Co-Chair and Vice-Co-Chair as designated in the Trust Agreement.

(iii) Authority of the LMCC to make recommendations and modifications to the health plan expected to result in savings and cost containment.

(iv) Establishment of a Trust fund with contributions provided by the City of Chicago and third parties.

(c) For the purposes of this Section, an "employee" shall mean a City employee represented by the Union. The "Union" shall mean the American Federation of State County and Municipal Employees, Council 31.

Section 10.7 – Health Plan Reopener

Each party reserves the right to reopen this Agreement in order to further negotiate the Health Plan set forth in this Agreement for the following reasons:

(a) Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that become law and is effective during the term of this Agreement.

(b) The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care, as defined below:

(i) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and in each previous fiscal year thereafter, respectively.

(ii) Should any Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (i) above, the LMCC shall make such adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (i) above.

(iii) Should the Plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (i) and (ii) above by the end of the following fiscal year, either party may elect to reopen negotiations as set forth on the following specific topics:

- Health Plan set forth in this Agreement
- Structure of the LMCC
- Composition of the LMCC

provided, however, each party reserves the right to reopen this Agreement in order to negotiate the Heath Plan set forth in this Agreement no later than June 30, 2011.

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in this Agreement. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Health Plan. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

ARTICLE 11 - LEAVES

Section 11.1 - Bereavement

In the event of a death in an employee's immediate family such employee shall be entitled to a paid leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive days.

The employee's immediate family shall be defined as: mother, father, spouse, 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, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. 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

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 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 employees hired after February 13, 1986 shall, as a condition precedent to payment, deposit 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 employees hired after February 13, 1986 shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001, shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid leave shall automatically terminate upon termination of active duty. Such paid leaves shall not reduce the employee's vacation or other leave benefits.

Section 11.3 - Jury/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to non-work related 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 for those days which he/she was scheduled to work for the Employer and receives pay or compensatory time for said work.

Section 11.4 - Unpaid Leaves

(a) Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons, which may include educational leaves. 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 subject to the layoff, recall and break-in-service provisions of this Agreement.

Employees shall be granted personal leaves of absence without pay for a period of up to one (l) year for the purpose of providing necessary care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for and duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

(b) 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, for a total medical leave of absence up to one (l) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedures which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

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.

Employees who return from a medical leave of absence within one (l) year shall be reinstated to their former job, subject to the layoff and recall provisions of this Agreement. If the employee returns to work after more than one (l) year on a medical leave of absence, the employee shall be returned to his/her former job if it is open. If not, the employee will be placed on a list for reinstatement.

(c) Union Leave

Up to six (6) non-probationary employees shall be granted Union leaves of absence at any one time to serve on the Union staff or to be an officer of the Union, for up to two (2) years. Any current Union leaves of absence shall be automatically extended for up to two (2) years. The number and length of such leaves may be increased by mutual written agreement of the Employer and Union. Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training after a reasonable amount of orientation.

(d) 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. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to the date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

(e) Family and Medical Leave

Eligible employees also have certain rights to twelve (12) weeks unpaid leave under the Family and Medical Leave Act and its implementing regulations, and the policies and procedures of the Employer in effect as of the date of this Agreement, provided that such policies are not more restrictive than the provisions of this Article. Such leave is concurrent with, and not in addition to, the unpaid leave provided for above. Employees may elect to substitute any accumulated paid leave for any portion of unpaid FMLA leave, or may take such unpaid FMLA leave following any paid leave for which the employee may be eligible and elects to use.

The Employer shall pay its portion of the employee's insurance (individual or family) for the time period the employee is on FMLA leave, and the employee shall pay his/her portion of the insurance during that time period.

Section 11.5 - Religious Day Accommodation

An employee whose religious beliefs require that he/she not work when scheduled on a religious holiday, shall be granted said time off. The employee may use time earned or may take the day off without pay.

An employee requesting this accommodation shall notify the Department Head or his/her designee in writing at least five (5) calendar days in advance of the religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be unreasonably denied. In January of each year, the Employer shall remind employees in writing of the provisions of this section.

Section 11.6 - Emergency Accommodation

In emergency situations which preclude an employee from requesting accumulated time in advance, employees may request the use of accumulated compensatory time or vacation leave. The Employer may request satisfactory proof of any such emergency. Emergency requests by employees will not be unreasonably denied.

Section 11.7 - Reasonable Accommodation

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or such an accommodation is otherwise contemplated by the Employer, the Employer, the employee and/or the Union will meet to discuss the matter. If the Employer, the employee and the Union reach agreement, such agreement shall be binding on the Employer, the Union and all employees. In the event a grievance is filed over any action or inaction by the Employer, and the Employer claims that such action or inaction was based on the Employer's obligations under the ADA, the arbitrator shall take the Employer's obligations under the ADA, the Union's obligations under the ADA, as well as the provisions of Section 24.1 of this Agreement, into account in rendering his or her decision. It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of the contract to the extent practicable. In the event of a conflict between this Agreement, any agreement or settlement hereunder or arbitration award and any decision of any agency or court of competent jurisdiction finding a violation of the ADA, such decision shall take precedence over this Agreement, any agreement or settlement hereunder or arbitration award.

Section 11.8 - Paid Parental Leave

An employee wishing to take paid parental leave must apply and be eligible for Family Medical Leave Act (FMLA) leave. An employee is eligible for FMLA leave if he or she has been employed by the City for at least 12 months before taking the leave and has worked at least 1250 hours during the 12 month period prior to the leave. Eligible employees may be granted the following paid parental leaves, in conjunction with and as part of an approved FMLA leave:

- **Up to four (4) weeks paid maternity leave to a birth mother to recover from a non-surgical delivery; or**
- **Up to six (6) weeks paid maternity leave to a birth mother to recover from a C-section delivery; or**

- **Up to two (2) weeks paid parental leave for the birth of a child or children to an employee spouse or domestic partner of the birth mother; or**
- **Up to two (2) weeks paid parental leave for the adoption of a child or children by an employee or the spouse or domestic partner of the employee.**

Paid parental leave may be combined with other earned paid time off such as vacation and/or sick time to achieve the maximum amount of paid time off from work while taking FMLA leave.

Notwithstanding any other provision of this Agreement, paid parental leave shall be granted as part of an approved FMLA leave.

ARTICLE 12 - SENIORITY OR CONTINUOUS SERVICE

Section 12.1 - Definition

The term "seniority" and "continuous service" shall mean the same thing as they are defined and used in this Agreement. Seniority or continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In the event two (2) or more employees have the same seniority date, a lottery shall be conducted to break seniority ties. In addition, an employee earns seniority or continuous service credit even though he/she is not paid for an absence where the employee is adjudged eligible for duty disability compensation.

For purposes of determining eligibility for longevity pay increases and in determining an employee's vacation benefits, seniority or continuous service shall mean service for the Employer regardless of job title or department.

Section 12.2 - 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, 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 public employer shall not have the period of such service credited and counted for the purpose of seniority or continuous service with the Employer for any reason.

Section 12.3 - Interruption In Service

a) 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:

1) absences without leave

2) absences due to suspension

3) unpaid medical leaves of absence of more than one (1) year.

b) Seasonal employment which does not exceed one hundred twenty (120) calendar days in any calendar year shall not be credited toward seniority or continuous service for the time worked.

c) Seasonal employment in excess of one hundred twenty (120) calendar days in any calendar year shall be credited towards, seniority or continuous service.

Section 12.4 - Break In Service

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or 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:

a) quits or resigns,

b) is discharged for cause,

c) retires,

d) is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice,

e) does not actively work for the employer for twelve (12) months for any reason except military service, approved Union or medical leave of absence, or duty disability leave,

f) is on layoff for more than twelve (12) consecutive months where the employee has less than two (2) years of service at the time the layoff began.

g) is on layoff for more than two (2) years if the employee has more than two (2) years **but less than seven (7)** of service at the time the layoff began.

h) is on layoff more than three (3) years if the employee has more than seven (7) yeas of service at the time the layoff began.

Section 12.5 - Layoff/Rccall

A. Layoff

(1) Notice

In the event of a layoff, prior to the issuance of the notice provided under this paragraph, the Union shall be notified as to the approximate number of employees who may be affected by the layoff, including where feasible, their classification(s) and department(s). The Union and employees (except probationary employees with less than ninety (90) days of service) shall be provided with at least 45 days advance notice of a layoff made in connection with the annual budget process, or 30 days in all other cases, 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. It is understood by the parties that although the Employer will make all reasonable efforts to notify affected employees of an impending lay-off within the times set forth above, employees, not in the initial group targeted for lay-off may not, due to unanticipated bumping always receive actual notice of lay-off until after the passage of said time periods. In such cases, the Employer will provide as much notice to those employees as is reasonably feasible under the circumstances, but in no event less than fourteen (14) days. The Employer's current practice of meeting with the Union in anticipation of a layoff to discuss matters relating to the layoff, and to provide information as to the need for the layoff, bumping rights of employees and available vacancies, will be continued.

(2) Order of Layoff

The least senior employee in the affected job classification in the department shall be laid off first, provided the ability to perform the 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 continuous service for the Employer regardless of job title or department.

Seasonal, provisional, emergency and temporary employees shall be terminated prior to any other employees being laid off.

(3) Options for Employees Subject to Layoff

For purposes of this Section, 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. Employees subject to layoff shall be given at least a twenty-four (24) hour period to respond from the time the Employer informs them of all options available to them regarding filling vacancies or bumping, except for those employees placed in equal graded vacancies within their Department as provided in Section 3(a) below. In the event that multiple layoffs occur, or are scheduled to occur, pursuant to the notice provided in Section 12.5A(1) above, the Employer shall group affected employees by seniority order in each pay grade. Thereafter, employees shall exercise their options in seniority order beginning with the highest pay grade.

(a) Vacancies in the Department

An employee subject to layoff shall be placed in an equal graded classification, in the department, which the Employer has deemed vacant, in lieu of layoff, provided the said employee has the then present ability to perform the required work without further training. Said offers shall be by City-wide seniority.

(b) Transfer in Lieu of Layoff

All employees subject to layoff who are not placed in equal-graded available vacancies within their own Department shall be listed in seniority order and shall be offered the opportunity either to bump another employee as provided in subparagraph (c) or (d) below, or to fill a position which has been declared vacant as of the date of the layoff in an equal or lower graded AFSCME bargaining unit classification in any department prior to selecting a bidder or hiring a new employee from outside an AFSCME bargaining unit classification. The employee shall be awarded said position if the employee has the then present ability to perform the required work without further training. An employee who has elected to fill a vacant position or bump shall have no further right to fill a job declared vacant after the employee has accepted a position, whether by transfer or bumping, under this paragraph. In the event that an employee accepts a vacant position in a different department, the Employer will afford the employee an evaluation period of up to sixty (60) days, which may be extended an additional thirty (30) days by agreement of the parties, to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe, that the employee cannot perform the job, the employee shall be placed on layoff and shall have no further rights to bump or fill other vacancies prior to being laid off. The Employer shall notify the employee and the Union reasonably in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

(c) Avant Job Family Series Bumping

An employee subject to layoff, by seniority, may bump the least senior employee in the next lower classification in the Avant job family series in the Department, (as per Appendix A hereto), or if none, the second lower classification in the job family series in the Department, provided the employee who is bumping has the then present ability to perform the required work without further training.

(d) Bumping Into a Previously Held Title

Employees who cannot bump into their job family series, may bump into the title in their current Department in which they most recently held career service status in their current Department, even if not in their job family series or, if none, in any other title within their current Department which they held for one (1) or more years within their current Department, even if not in their job family series, provided the employee who is bumping has the then present ability to perform the required work without further training.

(e) 80% Rule

Employees who are laid off because 80% or more of all the positions in their Departments are eliminated may have the bumping rights of Section 12.5 in other Departments. These employees will have preference in filling vacancies for equal or lower graded positions in other departments, provided the employee has the then present ability to perform the required work without further training.

(f) One Bump

A laid off employee shall be entitled to only one bump.

(g) Part Time Employees

Notwithstanding any provision of this Article to the contrary, part time employees shall not have the right to bump full time employees. Full time employees shall not select part time vacancies or bump into part time positions until they have exhausted whatever rights they may have under this Section to fill full time vacancies or bump full time employees.

(4) Rate of Pay

Employees who take a position in the same pay grade shall be paid the same rate of pay of their former position. Employees who voluntarily transfer or bump to avoid layoff shall be paid the rate of the job being performed, i.e., the same step in the pay grade for said job as the employee had been on in his/her previous job classification. Employees who voluntarily transfer to a lower graded job to avoid layoff, or who exercise bumping rights pursuant to Section 12.5A(3) due to the absence of an available vacancy into which they can transfer or where the available vacancy has a pay grade that is less than the job into which the employee can bump, shall be paid the step in the pay grade for that job which is nearest to, but less than, the rate of pay the employee has received in his/her previous job classification, provided that no employee shall be placed in a step which exceeds his/her continuous service with the Employer. Notwithstanding the foregoing, an employee who was promoted to a higher graded position not more than one (1) year before being laid off, and who, as the result of a layoff, thereafter occupies a job classification equal to or lower than the job classification occupied prior to being promoted, shall be paid the grade for the job into which he/she transferred or bumped and shall be placed on a step no lower than the step in grade the employee would be on had the employee remained in the job classification from which the employee was last promoted before the layoff. In no event will an employee receive a pay increase by operation of this provision.

B. Recall

(1) Recall by Seniority

Employees laid off onto the street or who transfer or who are reduced in pay grade by virtue of bumping or voluntary transfer to avoid layoff shall be recalled by seniority, in accordance with the following provisions, provided the employee has the then present ability to perform the required work without further training.

(2) Recall Rights

(a) Right to Return to Original Position

If the Employer declares a vacancy in the position from which the employee was laid off, the employee shall always retain recall rights to that position subject only to the break-in-service provisions of Section 12.4 above, and the forfeiture of recall rights provisions in Section 12.5(B)(2)(d) below.

(b) Recall to Employees' Job Family Series Within Their Department

(1) An employee who is laid off "onto the street" shall be recalled by seniority to an equal or lower rated position declared vacant by the Employer in their job family series within their Department, provided the employee has the then present ability to do the job without further training.

(2) Employees who have been recalled from the "street", transferred or reduced in pay by virtue of bumping or voluntary transfer to avoid layoff, and who have the present ability to do the job without further training, shall have recall rights to one equal or lower-graded job in their job family series, in the Department from which the employee was laid off, which is higher graded than the job into which they bumped or transferred, or to which they were recalled from the "street", for a period of two (2) years following their initial layoff. In either case, if the employee does not have the present ability to perform the job, the employee shall be returned to the recall list and be subject to further recall in accordance with this paragraph.

(3) An employee who is then currently employed by the Employer, and who fails to accept recall to an equal or lower graded job as provided in this Section, shall have only those recall rights provided in Section 12.5(B)(2)(a) above.

(c) Recall to the Employees' Job Family Series Outside Of Their Department

In the event the Employer declares a vacancy in an equal or lower rated position in the employee's job family series in another Department, and if there are no employees within that Department entitled to recall under paragraph (b) above, an employee laid off "onto the street" shall be recalled by seniority to such position provided the employee has the then present ability to do the job without further training. The employer will afford the employee an evaluation period of up to sixty (60) days to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be returned to the recall list and be subject to further recall in accordance with this paragraph. Employees who have been transferred or reduced in pay by virtue of bumping or voluntary transfer to avoid layoff shall have no recall rights to positions in another department.

(d) Recall of Full Time Employees to Part Time Positions

Full time employees shall not be recalled to part time positions.

(e) Forfeiture of Recall Rights

A laid off employee who refuses delivery of a notice of recall, or who fails to respond within three (3) days of receipt of a recall notice, or who, upon acceptance, fails to report to work within five (5) days of the date the employee is directed in the recall notice to report to work shall forfeit all recall rights available under this Section and, if he/she is "on the street", shall have a break-in-service, unless the employee provides good cause acceptable to the Employer for not reporting. Acceptance shall not unreasonably be denied.

(f) Delay of Recall for Good Cause

If the Employer is provided with good cause by the employee to delay recall, and the Employer cannot reasonably delay the employee's recall, the Employer may recall the next eligible employee and the employee who had said good cause for not timely reporting shall remain on layoff until the next recall, subject to the break-in-service provisions of Section 12.4 above.

(g) Notice of Recall

Notices of recall shall be sent by the Employer by regular U.S. mail and by certified mail, return receipt requested to the last known address of the employee, with a copy mailed to the Union. An employee on layoff is obliged to keep the Employer apprised by written notice of any changes to the employee's current address in order to facilitate recall.

C. Ability to Perform Job

In determining whether an employee has the then present ability to perform the required work without further training, the employee shall first be provided with a reasonable amount of orientation.

D. Retention of Seniority

Employees shall retain and accumulate seniority and continuous service while on layoff.

E. Right to Bid

Laid off employees retain full bidding rights under Section 12.7 subject to the break-in-service provisions of Section 12.4, and the forfeiture of recall rights in this Section. Employees who successfully bid on new positions shall be considered to have completed all rights to recall under Section 12.5 of this Agreement, except such recall rights set forth in Section 12.5(B)(2)(a) above.

Section 12.6 – Balancing the Workforce

Prior to taking any action pursuant to this Section, the Employer will notify the Union and affected employees of its intention to balance the workforce and, upon request, shall meet with the Union prior to taking any action. Such notice will include a description of the number of employees to be affected, their job titles and current work locations, and the location(s) or shifts or schedules to which the affected employees may be reassigned. The Employer's movement of employees from one location, shift, or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, 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 location, 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 Article 12.7(b) to return to his/her original location, shift, or day off schedule. Said request must be made within sixty (60) days of reassignment, and shall be valid for a period of eighteen (18) months after date of reassignment, and shall have preference over all other transfer requests for the original location, shift, or day off schedule.

Within twenty-one (21) 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.

The provisions of this Section 12.6 do not apply to detailing implemented in accordance with Section 12.8 of this Agreement.

Section 12.7 - Filling of Permanent Vacancies

(a) 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.

(b) 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 at any time for the remainder of the calendar year. In the case of new jobs (i.e., those jobs not occupied within the Department during the preceding calendar year), the Department will identify the position on the posting as a new job and will accept transfer requests during the first seven (7) calendar days that the job is posted. Each Department will provide the Union on a monthly basis with a list of those employees who have requested transfers within their Department.

(c) 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 prior to any notice of posting being sent to the Union, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Union a list of newly transferred employees by department once a month.

(d) When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, 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.

(e) When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, and there are no eligible employees on said recall or reinstatement lists, the Employer shall post the job for bidding.

(f) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to lower-rated or equal-rated jobs. Notwithstanding the foregoing, and except for "new jobs" (i.e., those jobs not occupied within the Department during the preceding calendar year), an employee shall not be allowed to bid on his/her own classification within the employee's department. All applicants bidding on said jobs shall be considered as one group for selection purposes.

(g) 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, shift, hours, work location, if known, and rate of pay and shall include all additional duties and qualifications reasonably required to fulfill the needs of the Department for hiring into the particular position. The Union shall receive notice of such posting at least one (l) day prior to the opening of such posting. In addition, the Employer shall maintain a computerized central listing of all operating Department bid announcements in a manner that ensures ready access to such information (including internet access) for all employees.

(h) All applicants for Employer determined permanent vacant jobs shall meet the minimum qualifications for the job in order to be considered for selection by the Employer.

Should the department decide to rescind a posting, it shall so notify the Union within thirty (30) days of closing.

If the job is later reposted, previous bidders shall be considered for one (l) year from the date of the original bid.

(i) Qualified employees shall be given an opportunity to bid on jobs which are determined to be permanently vacant by the Employer. In making selections, the Employer shall give preference to bidders over other applicants, unless the non-bidder applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If bidders are selected, however, where bidders are relatively equally qualified to perform the work required, the Employer shall select the most senior employee (based on City-wide seniority) of those bidding. Preference shall be given to bidders within the department. Employees who are laid off "onto the street" shall be given first preference when bidding for positions which are equal or lower-graded than the positions from which they were laid off, provided the employee indicates on the Employer's bid form that he/she has recall rights. Once an employee receives a job under the bid procedure, he/she shall receive no further bid preference under this subsection.

The Employer shall determine whether bidders are "relatively equally qualified" based upon evidence of performance as shown on the employee's performance evaluations and any other evidence brought to the Employer's attention, experience, training, proven ability and similar criteria as they relate to the vacancy.

Should a Department decide that it wishes to promote the most senior employee in a job series in the Department on the eligibility list to an available vacancy in the next highest level of the same job series in the Department, then at the Department's option it may place the employee in the vacancy without regard to the posting and bidding procedures set forth in Section 12.7 above. Prior to placing an employee in said position, the Department shall provide the Union with fourteen (14) calendar days written notice, and shall post a copy of said notice in the same place as bid notices. If the most senior employee(s) declines the vacancy in writing, the Department may utilize the provisions of this paragraph to fill the available vacancy by promoting the next most senior employee. For the purposes of this paragraph, it is understood that if the most senior employee in question is not on the eligibility list, the Department shall not utilize the provisions of this paragraph to fill the available vacancy.

Nothing herein shall require the Employer to interview less senior bidders for a vacancy if the Employer determines during the selection process that a more senior bidder should be awarded the vacancy.

All qualified bidders shall be interviewed prior to the consideration of any applicant.

(j) Bidders who are not selected shall be so notified by the Department Head. A copy of the bid list, with seniority dates and the name of the successful bidder identified, shall be sent to the Union. A successful bidder may not bid for another Employer determined permanent vacancy for six (6) months.

(k) During the bidding and/or selection process set forth in this Section, the Employer may temporarily fill said vacancy.

(l) When an employee is deemed to have successfully filled a permanent vacancy and is reclassified to another position in a higher pay grade, such employee shall receive a pay increase of one (1) step, or the entrance rate for the new position, whichever is greater.

(m) Nothing in this Agreement shall require the Employer to post for bid the following jobs. Rather, employees will be entitled to submit bids on a form provided by the

Employer for these jobs at any time during a calendar year, which will be considered by the Employer pursuant to the provisions of Section 12.7 (h) and (i) at the time it fills said jobs. The Employer shall give the Union prior written notice of its intent to fill a vacancy in the classifications listed below. Bids for these jobs shall expire at the end of each calendar year:

Airport Information Representative

City Forester I

Community Health Assistant I

Curriculum Coordinator

Data Entry Clerk

Elderly Aide I

Electrical Engineering Draftsman I

Examiner of Public Chauffeur License

Film Inspector

Film Reviewer

Head Teacher

Hospital Aide

Junior Stenographer

Keypunch Operator

Laboratory Helper

Library Page

Mechanical Engineer II

Nurses Aide

Office Property Custodian

Park Naturalist

Pavilion Maintenance Aide

Physician

Principal Stenographer

Public Health Nutritionist I

Receptionist

Safety Specialist I

Senior Stenographer

Teacher PCC

Teletype Operator

(n) The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, which may be extended an additional thirty (30) days on agreement of the parties, to demonstrate that he/she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the job or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job.

Section 12.8 - 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, or physically removed from the employee's normal work site and requiring work of a substantially different nature from the employee's normal duties.

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. 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 employees if the need to detail is known; otherwise, as soon as reasonably possible.

Section 12.9 - 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 bargaining unit job for **four (4)** working days shall be paid at the higher rate for all such time, retroactive to the first day of the assignment. 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. Should the Employer assign an employee to a position outside of the bargaining unit, the employee shall have the right to refuse to perform the assignment without discipline.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. An employee temporarily assigned to a lower or equal-rated job shall continue to receive his/her regular rate of pay.

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.

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, 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.

If a job audit by the Employer results in a finding that the employee has been acting in a higher-rated job, the job shall be filled as a permanent vacancy and the provisions of Section 12.7 of this Agreement (Filling of Permanent Vacancies) shall apply. If the employee so audited is not selected for the position, the employee shall be assigned a position in his/her current classification, provided such a position is then available within the department. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply.

If a job audit by the Employer results in a finding that the employee has been acting in a lower-rated or equal rated job, the employee shall have the option of remaining in said job or be assigned a position in his/her current classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department provided the employee has the then present ability to perform the work required without further training. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff from the pre-audit classification and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply. The results of any desk audit conducted shall be made known within thirty (30) days of completion.

Section 12.10 - Probationary Employees

New employees will be regarded as probationary employees for the first six (6) months of their employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) working days shall extend the probationary period of time equal to the absence. Probationary employees continuing in the service of the Employer after 6 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 procedure, 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 12.4 of this Agreement.

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

ARTICLE 13 - JOB CLASSIFICATIONS

Section 13.1 - New or Merged Job Classifications

The Employer shall promptly notify the Union of its decision to (1) establish a new job classification arguably within the unit or (2) merge job classifications if at least one is within a unit.

Upon request of the Union, the Employer shall meet and discuss the pay grade/rate and placement within the Employer's promotional lines, as established by the Employer, for the new or merged classification.

If there is an unresolved dispute between the Employer and the Union concerning the unit placement of a new or merged job classification, the Union shall submit the issue to the Illinois Local Labor Relations Board for final resolution. If the parties agree that a proposed new classification is a successor title to a classification covered by this Agreement, or contains a significant part of the work currently performed by bargaining unit classifications, or that the new classification has similar functions or otherwise shares a community of interest with bargaining unit classifications, they shall jointly stipulate to a unit clarification. Any incumbents who are currently members of the bargaining unit as of the date of the creation of the title shall continue to be covered by this Agreement pending approval by the Labor Board provided that the Union shall file such a petition within six (6) months of receiving notice from the Employer of the creation of the title.

If the Union objects to the Employer's established pay grade/rate, it may appeal the Employer's decision within thirty (30) days after said meeting to Step IV of the grievance procedure. The Employer's decision of a new or merged job's placement within the Employer's promotional lines shall not be subject to arbitration, except if the Employer's decision is arbitrary or capricious.

The arbitrator shall review the Employer's decision as to the pay grade/rate of the job duties, by comparing it to the responsibilities and working conditions of other like, or if none, similar jobs within the unit and the labor market generally, provided that the sole issue for the arbitrator shall be whether or not the Employer's decision was reasonable in light of the said factors. If the arbitrator determines that the Employer was reasonable in light of said factors, he/she shall not overturn the Employer's decision. The pay grade/rate established by the Employer shall remain in effect pending the arbitrator's decision. If the arbitrator's decision is to increase the pay grade/rate for the classification, said increase shall be applied retroactively to the date the job was established.

Section 13.2 - Abolition of Job Classifications

The Employer may abolish a job classification. The Employer shall promptly notify the Union of its decision to abolish any job classification in a bargaining unit covered by this Agreement. The Employer, upon request, shall meet and negotiate with the Union concerning the impact on employees resulting therefrom. "Negotiate", as referred to in this Agreement, shall be as defined in Section 7 of the Illinois Public Labor Relations Act.

Section 13.3 - Changes in Job Specifications

The Employer shall continue its practice of notifying the Union of its intent to modify existing job specifications. Upon request by the Union, the Employer will meet with the Union and discuss the intended modifications and, upon request, will negotiate with the Union concerning the impact of such modifications upon employees resulting therefrom. "Negotiate" as referred to in this Agreement shall be defined in Section 7 of the Illinois Public Labor Relations Act.

ARTICLE 14 - PERSONNEL RECORDS, FORMS AND FILES

Section 14.1 - Employee Files

(a) File Inspection

The Employer's personnel files and disciplinary history files relating to any employee, upon reasonable advance notice, shall be open and available for inspection by the affected employee, and/or, if authorized by the employee, a Union representative, during regular business hours, except for information that is excluded by current ordinance as of the date of ratification of this Agreement by the City Council or by law. Nothing herein shall prevent the employee from exercising the employee's statutory rights to inspect a document. Upon request of the Union, the Employer will make available disciplinary records which are relevant to the Union's right to process grievances and administer this Agreement.

(b) Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection shall not be used in any manner or any forum adverse to the employee's interests.

(c) Employee Notification

A copy of any disciplinary action or material relating to employee performance shall be placed in one personnel file of an employee and shall be given to the employee, who shall note receipt thereof. An employee may have placed in his/her personnel file a rebuttal to anything placed in his/her personnel file.

(d) Use and Destruction of File Material

(i.) Police Department

Disciplinary Investigation Files, other than Police Board cases, will be **archived** 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 (5) year period. In such instances, the Complaint Register case files normally will be **archived** five (5) years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

(ii.) All Departments

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall be removed from the personnel files.

Any record of discipline, including counseling and disciplinary investigation files in the Police Department, may be used for a period of time not to exceed eighteen (18) months and shall thereafter not be used to support or as evidence of adverse employment action under this Agreement, unless a pattern of sustained infraction exists for the offense in question.

Section 14.2 - Forms

(a) Undated Forms

No Employer representative shall demand or request that an employee sign an undated resignation or other blank form. No employee shall be required to sign such a form. Any such request shall entitle the employee to immediate appeal to the grievance procedure.

(b) Incomplete Forms

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position, or condition of employment. Any employee required to sign any form shall be given a copy of the form at the time the employee's signature is affixed.

(c) Records

All public records of the Employer shall be available for inspection upon request of the Union.

Section 14.3 - 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.

It is the policy of the Employer to provide notice to employees reasonably in advance of a scheduled merit step increase if the employee's performance has been unsatisfactory and that the employee may not receive the step increase if his/her performance does not improve.

Section 14.4 - Polygraph

The Employer shall not require an employee to take a polygraph examination if such request is illegal.

If an employee is asked to take a polygraph examination, he/she will be advised in writing twenty-four (24) hours prior to the administration of the examination of any questions for which the City will request an answer, except in emergencies where said twenty-four (24) hour notice cannot be given, in which event as much reasonable notice as possible shall be given.

The results of a polygraph examination shall not be used against an employee.

The results of any polygraph examination shall be made known to the employee within one (1) week.

ARTICLE 15 - INFORMATION TO UNIONS

Section 15.1 - Personnel Transactions

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations, if available in the Employer's records: new hires, promotions, bid numbers, if such are used, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. Each 60 days the Employer shall furnish the Union with a seniority roster which shall include the employee's classification, department, seniority date, home address and Social Security Number.

Section 15.2 - Computer Tapes

Computer tapes with information otherwise available to the Union shall be provided the Union by the Employer.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

Section 16.1 - Work Week

The work week shall begin at 12:00 A.M. Sunday and end at 11:59 P.M. the following Saturday. The normal work week consists of five consecutive workdays, Monday through Friday.

Section 16.2 - Workday

The workday shall commence from the employee's scheduled starting time. The normal workday shall be eight (8) consecutive hours, including a one (1) hour unpaid lunch period, except at the Chicago Public Library, where the normal workday shall be eight and one-half consecutive hours, including a one (1) hour unpaid lunch period.

Section 16.3 - Current Schedules

All currently established schedules, including but not limited to rotating schedules, non-consecutive work day schedules, and three and four day work day schedules shall remain in effect. The Employer shall develop a work schedule questionnaire to be completed by each Department. The Employer shall provide a copy of each response received to the Union within sixty (60) days of the Union's ratification of this Agreement.

Section 16.4 - Changes in Schedules

Prior to changing a work schedule, the Employer shall give the Union reasonable advance notice and, upon request, meet with the Union to discuss the proposed changes.

Section 16.5 - No Guarantee or Limitation

Nothing in this Agreement shall be construed as a guarantee or limitation on the number of hours to be worked per day or per week or for any other period of time.

Section 16.6 - Overtime

All work performed in excess of 40 hours worked per week; or in excess of eight (8) hours worked per day where 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 work week; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight-time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at 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 forty (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.

It is further agreed that employees who work a 6-2 or similar schedule, shall not be entitled to overtime or premium pay for work during their regularly scheduled work hours on their regularly scheduled work day. Such employees who are required to work on their regularly scheduled day(s) off shall be entitled to premium pay, either one and one-half or two times the regular hourly rate of pay, or at the employee's option the employee shall be credited with compensatory time at the 1 ½ or 2 X rate, as appropriate.

Employees defined as exempt in the Fair Labor Standards Act and the Illinois Minimum Wage Law (Executive, Administrative, Professional, etc.) shall not be eligible for overtime compensation 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.

Section 16.7 - Overtime Procedure

(a) Overtime 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 then present ability to perform the required work 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 job classification at the work location who have been given the option to work the overtime, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime until all employees in the classification at the work location have been reasonably afforded the opportunity to work said overtime.

(c) Employer records on overtime rotation shall be made available to the Union upon request.

Section 16.8 - Reporting Pay

When salaried employees report for work, where the employee has not been told at least three (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, except for reasons beyond the Employer's control.

Section 16.9 - Call In Pay

Employees called for work outside their regular working hours shall receive not less than four (4) hours of pay at their regular straight time or overtime hourly rate, whichever is applicable under this Agreement, except for reasons beyond the Employer's control.

Section 16.10 - 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.

An employee on non-compensable standby shall not be disciplined or otherwise have his/her work record adversely affected if he/she is not available for work upon being called.

Section 16.11 - 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 comp 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 comp time in cash, or may, subject to the approval of the Employer, continue to carry over such comp time.

Section 16.12 - Flexible Time

An employee may request a flexible hour or compressed work week schedule, which may be granted at the discretion of the Department Head. If operational needs permit the granting of some, but not all such requests, priority shall be given to the employee who the Union finds has the greatest personal need. It is understood that in exercising its discretion to grant or deny such requests, the Employer will not act arbitrarily.

ARTICLE 17 - REQUIRED UNIFORMS

All uniforms, including laboratory coats and other like special apparel, required by the Employer to be worn by employees shall be supplied without charge to any employees. The parties agree that all employees in the position of Property Custodian, Property Custodian Supervisor, and Police Aide will receive a yearly uniform allowance of $500. The parties further agree that employees in the position of Public Health Aide, Licensed Practical Nurse, and Case Manager Assistant in the Health Department will receive a yearly uniform allowance of $500. Employees in the position of Community Health Assistant (salaried) in the Health Department will receive a yearly uniform allowance of $200. Employees in the positions of Animal Care Aide I and II will receive a yearly uniform allowance of $250. Employees in the position of

Phlebotomist/Certified Medical Assistant in the Health Department will receive a yearly uniform allowance of $500 paid in two installments (Spring and Fall).

ARTICLE 18 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 18.1 - Instruction and Training

(a) Rules and procedures regarding tuition reimbursement shall be described in Exhibit H attached, which by reference is made part of this Agreement.

(b) Employees shall be granted reasonable amounts of leave without loss of pay to attend professional meetings which the Employer determines are related to their employment with the City, unless an employee absence would interfere with the operating needs of the Employer. Such requests shall not be unreasonably denied.

(c) Employees may, with the written consent of the Department Head or his/her designee, adjust employee's schedule to permit attendance at courses of instruction. Such consent shall not be unreasonably denied.

(d) 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 costs incurred. Training courses or seminars to meet Federal, State or County mandated professional requirements shall not be covered under this section, except that current practice as to paid time and course reimbursement for courses or seminars to meet Federal, State or County professional standards shall not be diminished during the term of this Agreement.

Section 18.2 - Upward Mobility Program

The City of Chicago and AFSCME are committed to improving career advancement opportunities for all employees. To that end, the parties will form an Advisory Committee comprised of six bargaining unit employees and Union staff selected by the Union and up to an equal number of representatives selected by the Employer which shall be responsible for making recommendations, which the parties upon mutual agreement may adopt, as to how employees can develop necessary skills and abilities to enable them to qualify for promotional opportunities within and outside of the bargaining unit. The Advisory Committee's role may include, but shall not be limited to, recommending specific educational or training programs and suggesting how the Employer's existing tuition reimbursement program can be better utilized by employees to enhance promotional opportunities.

ARTICLE 19 - HEALTH AND SAFETY

Section 19.1 - General Duty

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 19.2 - Limitation

It is agreed that grievances alleging violation of Section 1 of this Article may be processed through Step III of the Grievance Procedure of this Agreement and shall not be subject to arbitration.

Section 19.3 - Video Display Terminals (VDT)

VDT work stations, as they are added or replaced within the discretion of the Employer, shall contain glare screens, chairs with adjustable heights and back rests, foot rests and adjustable tables for holding keyboards. Pregnant employees and employees who are nursing who normally operate VDTs shall, upon request, be given a different assignment, during their pregnancy or nursing, if one is available, where they have the then present ability to perform the required duties without further training. Such assignment shall be considered a detail under this Agreement.

Section 19.4 - Rehabilitation

The Employer shall make aware and offer referral for diagnosis and treatment to employees experiencing alcohol, drug or emotional problems to the extent it has the manpower resources to do so.

ARTICLE 20 - DISCIPLINE AND PREDISCIPLINARY PROCEDURES

(a) All disciplinary actions, up to and including discharge, shall be subject to review only under the applicable grievance and arbitration procedures provided in Article 21. Such contractual review procedures shall be the sole and exclusive means for review of any and all disciplinary actions, and no review of any disciplinary action shall be available before the City's Human Resources Board. An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearings.

(b) It is the policy of the Employer that discipline administered by it shall be corrective and progressive where appropriate. Consistent with this policy, the Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension (up to 30 days) 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.

In cases of oral warnings, the employee's immediate supervisor or senior supervisor in the employee's chain of command 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 or senior supervisor in the employee's chain of command 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 of 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. If the employee requests the presence of a Union representative at a meeting, one will be provided, if conveniently available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer will notify the relevant local Union at the time the Employer notifies the employee that such meeting will be held. The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Article 20(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.

In the Department of Police, the pre-disciplinary procedures provided for in the preceding paragraph may be performed by the employee's immediate supervisor, senior supervisor in the chain of command, any investigator who participated in the investigation or the investigator's supervisor.

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

(c) Conduct of Disciplinary Investigations. Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.

B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location, but not at a police station.

C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.

D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.

E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.

F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.

H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

L. This section shall not apply to employee witnesses.

M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.

N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in the same arbitration proceeding in which the disciplinary action is heard.

O. Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

Should during the life of this Agreement the City Council enact an ordinance which transfers the investigative authority of the Inspector General to another City Department or agency, the provisions of this Section shall be deemed to be applicable to that Department or agency.

ARTICLE 21 GRIEVANCES AND ARBITRATION

(a) Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, and disciplinary action of suspensions of over thirty (30) days and discharges shall be excluded from this grievance procedure. Suspensions of over thirty (30) days and discharges shall be governed exclusively by the terms of Section 21.1(b) below.

(b) 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 and there shall be no strikes, slowdowns, or work stoppages during the life of this Agreement.

(c) The Union and the Employer agree that all grievances should be resolved expeditiously at the lowest practical level of the grievance procedure. Therefore, the parties agree that, at all steps of the grievance procedure, Union and Employer representatives shall be vested with sufficient authority, shall engage in meaningful discussion, and shall make a good faith attempt to resolve all grievances which are pending at their level.

(d) The Union and the Employer agree that, in order to further their mutual goal of resolving grievances at the lowest practical level, sharing of relevant information is required. For that reason, the parties recognize the obligation of their representatives at each level of the grievance procedure to provide information that is available or reasonably obtainable in a timely manner. Failure to provide relevant information in a timely manner shall constitute a violation of this Agreement.

(e) A grievance should specify the alleged contract violation by the Employer, the approximate date**, time and place** of said violation, the contract section or sections alleged to have been violated, the names of any grievant(s) on whose behalf the Union is seeking a remedy**, and a statement of facts and circumstances giving rise to the grievance so as to permit a timely investigation and response by the Department**. During the grievance process, the Department should give a specific reason if it denies a grievance.

Section - 21.1(a) Grievance Procedures

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.

Before a formal grievance is initiated at Step I, the employee and/or the Union may discuss the matter with the employee's immediate supervisor. A steward may be present at such discussion. If the problem is not resolved in discussion, the following procedure shall be used to adjust grievances.

Step I

A. The employee and/or the Union shall raise the grievance in writing within 15 calendar days of having knowledge of the event which gives rise to the grievance.

B. The immediate supervisor will render his/her decision to the employee and the Union in writing within five (5) calendar days after the grievance is presented.

Step II

A. If the grievance is not settled at the first Step, the Union representative and/or the employee shall have the right to make an appeal in writing on a mutually agreed upon form to the Department Head's designee, a senior supervisor, within 10 calendar days after the date of the decision by the immediate supervisor, or the date such answer was due. The name of the senior supervisor who is the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union.

B. The Department Head's designee will notify the employee in writing with a copy to the Union of his/her decision on the grievance form within 7 calendar days of receipt of the Step II appeal form.

Step III

A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing to the Department Head within 10 calendar days of receipt of the senior supervisor's decision, or the date such answer was due.

B. The Department Head or his/her designee shall meet with the Union in an effort to resolve all pending grievances. The frequency and duration of Department level meetings shall be dictated by the number of grievances pending, but such meetings shall be convened at least every thirty (30) calendar days, or more frequently as the parties may mutually agree. All pending grievances shall be discussed. After a grievance has been discussed at a Step III meeting, either party may place the grievance on hold status. There shall be only one hold per grievance and any deviation from this shall be on a case by case basis, following mutual consultation and agreement. The grievance shall be resolved or denied and said resolution or denial shall be committed to writing within seven (7) calendar days of the resolution meeting.

C. If an arbitrable dispute is not settled at the third step, either the Union or the Employer shall notify the other in writing within 30 calendar days of receipt of the Step III decision, that it requests final and binding arbitration of its grievance. The Union or the Employer, but not an individual employee or employees, may submit an unresolved arbitrable dispute to arbitration by serving a written request to arbitrate. Written notifications from the Union shall be sent to designated representatives of both the affected Department and the Department of Law. Written notifications from the Employer shall be sent to designated representatives of both the affected Local Union(s) and Council 31.

Step IV

A. If the matter is not settled in Step III, the following procedures shall apply. On or before the last work day of each month, at a time and place agreed to by the parties, a designated representative of the Employer and staff representative(s) of the Union shall meet for the sole purpose of selecting arbitrators for all outstanding arbitration requests and deciding whether or not a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct the hearing within a period of not more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days, and the parties do not otherwise agree to a longer period, the next panel member in rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

(a) the hearing shall be informal;

(b) no briefs shall be filed or transcripts made;

(c) there shall be no formal rules of evidence;

(d) the hearing shall normally be completed within one day;

(e) the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within seven (7) calendar days after conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision by the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

B. A rotating Roster of Arbitrators shall be used by the parties. **Not later than thirty (30) days following the signing of the agreement, t**he Employer and the Union will select a roster of **ten (10)** arbitrators. All arbitrators shall be selected by mutual agreement. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. The fee and expenses of the arbitrator shall be borne by the party whose position is not sustained by the arbitrator. In cases of split decision, the arbitrator shall determine what portion each party shall be billed, based upon which party, if any, substantially prevails. In the event of a cancellation or postponement of a scheduled arbitration, the canceling or postponing party shall bear the entire fee, unless the parties expressly agree otherwise. In the event of a settlement, the parties shall share any fees equally. Prior to scheduling a court reporter, the parties shall discuss whether or not there is a need for a transcript of the hearing. The cost of a transcript and court reporter shall be shared if both parties order copies of the transcript. In the event only one party orders a copy, that party shall bear the entire cost of the transcript and court reporter. In the event that neither party requests a transcript but if the arbitrator requests a copy of the transcript, the cost of the arbitrator's transcript shall be shared equally if mutually agreed to by the parties.

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. Immediately upon selection of an arbitrator, the parties shall notify the arbitrator of his or her appointment, and schedule dates for a hearing. Arbitrators shall conduct a hearing within ninety (90) days of notice that a grievance is ready for arbitration unless the parties agree to a longer period, and submit their decision within thirty (30) days following such hearing. At least thirty-five (35) days prior to the scheduled hearing date on any regular arbitration, the parties' respective representatives will confer, either in person or by telephone, for the purpose of discussing the issue(s) to be arbitrated, documents and witnesses to be presented, specific information requests concerning the grievance at issue, possible stipulations, and whether a court reporter will be requested.

C. The Roster of Arbitrators will be listed in alphabetical order on a list retained by both the Employer and the Union. Upon a Step IV request for arbitration, arbitrators will be designated by the parties in alphabetical rotating order and subsequently contacted to obtain the arbitrator's commitment to arbitrate the respective grievance within the stated time limit within seven (7) days from the date the grievances are submitted to the arbitration process. If an arbitrator is not available to hear a case, the next arbitrator in rotating alphabetical order will be chosen. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster.

The parties may agree to submit more than one (l) grievance to a selected arbitrator. Every year each party has the unilateral right to remove up to three (3) arbitrators from the Roster of Arbitrators and have them replaced with other arbitrators selected in the same manner as the initial selection.

The parties may mutually agree at any time to remove any arbitrator from the panel of **ten (10)**. If the parties so agree, they may mutually agree to replace such arbitrator with another arbitrator who is mutually acceptable. If, because of such removals, the Roster of Arbitrators falls below eight (8), and the parties cannot agree on replacement arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators (excluding those already on or removed from the roster) in the Chicago area for each vacancy on the roster below the complement of eight (8). The parties will then alternately strike names from each such list of arbitrators until one (1) remains from each so that the remaining number of acceptable arbitrators is sufficient to bring the total roster to at least eight (8), or such number greater than eight (8) as the parties may agree.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this agreement and does not fall within a Section of this Agreement which is not arbitrable. Questions of arbitrability shall be decided by the arbitrator. 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. 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, provided no party has intentionally refused to participate in the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Nothing in this Agreement shall preclude the parties from agreeing on supplementary or "fast track" arbitration procedures for certain cases.

Section - 21.1(b) Procedures for Arbitrations of Suspensions of Over Thirty (30) Days and Discharges.

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

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

(3) The terms of Step IV B and Step IV C of Section 21.1(a) above shall also apply to arbitration of suspensions of over thirty (30) days and discharges, except only that the arbitrator shall conduct a hearing within sixty (60) days of being notified by the parties of his/her selection, and the arbitrator shall submit his/her decision within thirty (30) days following the close of hearing, unless the parties mutually agree otherwise. If an arbitrator informs the parties that he/she is unable to comply with said time frames, the parties will select another arbitrator, unless the parties mutually agree otherwise.

(4) At any step of the procedure set forth in this Section 21.1 (b) prior to Arbitration, the Union may request a meeting with the Employer to discuss resolution of a grievance involving a discharge or suspension of more than 30 days. A representative of the Union and a representative of the Employer shall meet within 5 work days of the receipt of such request. Such meeting shall not extend or toll the time requirements set forth in Section 21.1(b)

(5) It is agreed that the time limitations set forth in this Section 21.1(b)(1) are of the essence, and that any request for arbitration not in compliance therewith shall not be considered arbitrable, unless said time limitations are extended by written agreement of both parties to this Agreement.

Section 21.2 - Reasonable Time For Union Stewards/Meeting Rooms/Miscellaneous Grievance Provisions

(a) 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.

(b) 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.

(c) Upon request, there shall be a meeting at each Step of the Grievance procedure. A steward may be present at each Step's meeting. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. Any settlement at Step I, II or III shall be binding upon the Employer, Union and the aggrieved employee or employees. A grievance may be withdrawn without prejudice to the union. Failure of the Employer to answer a grievance within the time limits herein shall automatically cause the grievance to advance to the succeeding step of the procedure.

(d) An Employer or Union grievance may be filed at Step III. Certain issues which by their 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 appropriate advance step where the action giving rise to the grievance may be resolved.

The Union may initiate grievances concerning denial of promotions at the third level of the grievance procedure. The parties agree that the Union may schedule for resolution promotional grievances at the first fourth step meeting which is scheduled after the third step answer is rendered, or such answer was due.

Such grievances, unresolved at the fourth step meeting, shall be scheduled for arbitration within sixty (60) days of the fourth step meeting.

(e) If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. Provided, however, that the Arbitrator may not entertain the grievance on behalf of, nor award a remedy to, any individual employee not specifically named in the grievance, unless the Union identifies the entire class with reasonable specificity, as soon as the Union could reasonably have knowledge of such class.

(f) Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, subject to discipline, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm or is unlawful. The Employer agrees that by following instructions or orders the employee does not waive the employee's right to process his/her grievance.

(g) The Union shall designate the Union stewards and representatives and shall supply a list of names to the Director of Labor Relations.

(h) Upon request, at any step of the grievance procedure prior to Arbitration, the Union shall be given specific documents, books, or papers reasonably available and pertinent to the grievance under consideration to which the Union is legally entitled.

Section 21.3 - Mediation

The parties may jointly agree in writing to submit an arbitrable dispute to mediate in lieu of arbitration. The mediator will be subject to the mutual agreement of the parties. Proceedings before the mediator shall be informal. The rules of evidence will not apply. No record of the mediation conference shall be made. The mediator will have the authority to meet separately with any party, but will not have the authority to compel the resolution of a grievance. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Employer in writing within ten (10) days following the mediation conference. In the event a grievance which has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party in the mediation conference may be used against the other party in arbitration. Participation by either party in mediation does not prejudice their rights to participate in arbitration as provided in this Agreement. The fees and expenses of the mediator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative.

Section 21.4--Grievance Resolutions.

On a case by case basis, the parties may mutually agree to include in a grievance settlement language specifying the date for implementation of the settlement.

The City will provide notice to the Union when a monetary payment required by a settlement agreement or arbitration award has been implemented. In order to expedite resolution of any claims that an employee has not been paid in accordance with the terms of a settlement agreement signed by the Union, **or in accordance with the terms of an arbitration award,** the Union shall submit all such claims to the Department timekeeper on the “Employee Payroll Inquiry Form” provided by the Employer, and included in this Agreement as "Exhibit **L.**" When submitting the form, the Union shall attach a copy of the fully signed settlement agreement. The Union's submission of such Form shall toll the period for further processing of any grievance filed with respect to that claim until such time as the Employer has investigated the claim and provided the Union with a final response.

ARTICLE 22 - CONTRACTING OUT

(a) 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.

(b) It is the policy of the Employer to involve the Union in a Department's decision making process concerning potential contracting out in order for the Union to provide its view as to the desirability and feasibility of proposed contracting out, and to suggest alternatives to the Department. To facilitate that involvement, the Employer and the Union shall establish a subcommittee to examine all contracting out situations to determine how such work could alternatively be, or continue to be, performed by the Employer except in emergency situations. The Employer members will work cooperatively with the Union so that the Union may submit suggested alternatives and/or proposals, as provided for herein. Accordingly, at least forty-five (45) days before the Department makes a final decision to give Public Notice to outside contractors to bid on contracting out of bargaining unit work, (including the solicitation of "term contracts" as that type of agreement is currently understood by the parties), the Employer shall provide the Union with notice of the proposed contracting out. Upon request, the Employer shall meet with the Union to discuss its proposed decision not later than ten (10) days of receipt of such request. Such discussion shall include an explanation of the Employer's rationale for the proposed contracting out. In the event the Employer does not receive a request by the Union to meet within that ten (10) day period, the Employer may proceed to seek bids from potential contractors.

(c) **To facilitate the involvement of the Union during the period prior to giving Public Notice to potential contractors, the affected department shall work with the Union to review and discuss any Union proposals to avoid contracting out the work. Such discussions may include but not be limited to reorganization of department operations, consolidation or modification of job classifications, market and other analyses in order to identify improved methods of service delivery. The department and the Union will discuss such proposals, including their feasibility and ways to improve the proposals in order to avoid the contracting out. The department and the Union shall also identify, and the department shall endeavor to provide, such additional information as is needed in order to prepare the proposal and/or evaluate its feasibility. These discussions shall continue, upon request of either party, after the department gives Public Notice.**

(d) Should the Department determine, following the meetings provided for in paragraphs (b) **and (c)** above, to seek bids from potential contractors, it will advise the Union of that fact at the time it gives Public Notice to prospective bidders. **Such notice to the Union shall include a detailed description of the service(s) and position(s) anticipated to be impacted by the contract, including title code and job description; the number of employees in each affected position, by title; the anticipated implementation date of the proposed privatization; and a copy of any analyses or studies or other information, prepared by the department in connection with the proposed contract if available. A copy of the Public Notice shall also be made available to the Union on the City of Chicago website.**

(e) If after receipt of said bids the Department determines to accept a bid and enter into a contract with an outside contractor, the Employer shall give notice of such contemplated action to the Union at least thirty (30) days prior to entering into a contract. 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, any plan of assistance for impacted bargaining unit employees, and any other relevant data including the proposed awardee's proposal, to enable the Union to discuss with the Employer alternatives to such action, **including a copy of an economic analysis performed by the Office of Budget and Management for the purpose of comparing the fully allocated costs of providing the contracted service by the proposed contractor and by City personnel, any analysis of the projected savings anticipated as a result of the contracting out, and any material revisions to information previously provided pursuant to paragraph (d) above. Fully allocated costs, for purposes of this paragraph, shall include the contractor's and the City's personnel, employment and benefits costs, where practicable.**

(f) Upon request, the Employer shall meet with the Union for informational purposes within three (3) days of receipt of such request. Within fourteen (14) working days of receipt of the notice, the subcommittee will meet, review any proposals the Union wishes to make to the Employer and compare such proposals to any bid or proposal being considered for acceptance. **The department shall provide reasonable information requested by the Union during the fourteen (14) day period in order to facilitate the Union's development of its proposal.** The Employer will give the subcommittee its final response on contracting out not later than ten (10) calendar days following this meeting.

(g)(i) Term Contracts. Should the Employer determine to enter into a "term contract" (as that type of agreement is currently understood by the parties), the following procedures shall apply in lieu of the foregoing requirements of this Article. The Employer shall provide the

Union with forty-five (45) days notice before entering into any term contract with an outside contractor. During that 45 day period, the Employer shall meet with the Union within ten (10) days of its request to do so for the purposes of explaining the Employer's proposed rationale for entering into the term agreement.

(ii) Thereafter, at the time the Employer determines that it wishes to implement the term contract to perform bargaining unit work, the Employer will provide the Union with notice of its intent to utilize the services of the contractor, and with the information required by paragraph (d) of this Article. The Union shall make a request to meet with the Employer within ten (10) days following receipt of that notice. Not later than three (3) days following the Union's request to meet, the Employer will meet with the Union to discuss the scope of work to be performed by the contractor and the impact, if any, on the bargaining unit, and will share with the Union all relevant information relating to that work to the extent it has not already been provided to the Union. Upon request, the parties will meet, review any proposals the Union wishes to make to the Employer, and compare such proposals to any bid or proposals being considered for acceptance, provided that such proposals are made within ten (10) days of said meeting unless the parties mutually agree to a different date. It is understood that the Employer is required to meet with the Union under this paragraph prior to the first implementation of the term contract, and not each subsequent time the contract thereafter may be utilized, provided that subsequent work is consistent with the information previously provided.

(h) In the event that a Department other than the one which originally entered into a contract determines that it wishes to use the same contract for the performance of work in that second Department, that Department shall follow the same procedures as required by paragraph (f), including the forty-five (45) days notice.

(i) If bargaining unit employees would be laid off by the proposed contracting, 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 contracting of bargaining unit work, the Employer, the Union, and the proposed contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the contractor hire laid off employees.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

Section 23.1 - No Strikes

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 23.2 - Union Efforts

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 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 23.3 - Discipline

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 23.4 - No Lockout

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

ARTICLE 24 - NON-DISCRIMINATION

Section 24.1 - Prohibition Against Discrimination

The Employer agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, or mental and/or physical handicap.

Section 24.2 - Union Activity

The Employer agrees that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Labor Relations Act or by this Agreement, or on account of membership in, or activities on behalf of the Union.

Section 24.3 - Union Non-Participation

The Union shall not advise or represent employees before any Federal or State anti-discrimination administrative agency where the events giving rise to the employee's claim have been arbitrated under the grievance procedure of this Agreement.

Section 24.4 - Employer/Union Cooperation

The Union and the Employer shall work cooperatively to ensure equal employment opportunities 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.

ARTICLE 25 - DUES CHECK-OFF/FAIR SHARE

Section 25.1 - Indemnification/Authorization

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, attorneys' 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 Section 25.1, 25.2, 25.3 and 25.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions 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, department, classification, rate of salary and starting date of any new employee hired into the Union's bargaining units.

Section 25.2 - Fair Share

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.

Upon receipt of such certification the Employer shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the Fair Share payments shall be deducted and their work locations.

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 25.3 - Right of Non-Association

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 25.4 - Condition of Employment

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, 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 25.5 - 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 changes.

Section 25.6 - P.E.O.P.L.E. Deductions

The Employer agrees to deduct from the pay of those employees who individually request it P.E.O.P.L.E. contributions.

Such deductions shall be remitted to the Union semi-monthly along with a list of the name, social security number and amount of deduction of each employee for whom a remittance is being made.

Section 25.7 - Failure to Make Timely Deductions.

The Employer shall make all reasonable efforts to make the deductions provided for in Sections 25.1, 25.2 and 25.6, and to remit the sums so deducted to the Union in a timely fashion. In the event the Employer through error or omission fails to make said deductions, the Employer shall do so immediately upon notice from the Union of said failure. The Employer shall not be liable for damages should the Employer fail to make the proper deductions, provided that the error or omission was made in good faith, that the Employer corrects the error or omission promptly, and that the failure to make deductions pursuant to Sections 25.1, 25.2, and 25.6 was not the result of the Employer's failure to comply with other sections of this agreement.

The parties shall form an ad-hoc committee of City and Union-designated representatives for the purpose of determining how to reduce the errors in dues and fair share deductions and to make improvements in deduction procedures. Such representatives shall have the knowledge and authority to make agreed upon improvements. The committee shall report to the Parties on its recommendations on possible improvements in deduction procedures which shall be considered for implementation by the Employer.

ARTICLE 26 - COMPLETE AGREEMENT

Section 26.1 - Agreement to Contract Content

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer agrees that during the term of this Agreement it shall not change any past practice and/or policy with respect to wages, hours, conditions of employment or fringe benefits of employees without prior notification and discussion with the Union. Where past practice conflicts with the terms of this Agreement, this Agreement shall prevail. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 26.2 - Extension of Benefits

It is further agreed that any improvements in holidays, vacations, sick leave for salaried employees, mileage allowance, 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 covered under this Agreement.

Section 26.3 - Printing of Agreement

The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the employer does not reimburse the Union within sixty (60) days of its receipt of the bill, the Employer will be liable for the full cost of printing.

Section 26.4 - Separability

Should any part of this Agreement or any provision contained herein be determined to be contrary to law, all other provisions shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provision within a reasonable period of time upon request of either party.

ARTICLE 27 - DRUG AND ALCOHOL PROGRAM

Section 27.1 - Policy Statement

The City of Chicago's essential mission is to provide services to its citizens in a safe and economic manner. The parties to this Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer shall maintain a confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse, and the parties to this Agreement urge employees who have such problems to utilize the Program's services.

To maintain a workplace which provides a safe and healthy work environment for all employees, the following drug and alcohol program is also established.

Section 27.2 - Definitions

(a) Alcohol: Ethyl alcohol

(b) Prohibited Items & Substances: all illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the Employer.

(c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer, job sites or work locations and over which the Employer has authority as Employer.

(d) Employee: all persons covered by this Agreement.

(e) Accident: an event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.

(f) Reasonable Cause: erratic or unusual behavior by an employee, including but not limited to noticeable imbalance,

incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.

(g) Under the Influence: any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

(h) Test: the taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol or any metabolite thereof.

Section 27.3 - Disciplinary Action

(a) All employees must report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances on or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

(i) test positive for drug and/or alcohol use;

(ii) refuse to cooperate with testing procedures;

(iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;

(iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to Article 20 of this Agreement.

Section 27.4 - Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

(i) a test may be administered in the event that two (2) supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one (1) year period.

(iii) a test may be required if an employee is involved in a workplace accident or fighting.

(b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the Department of Health and Human Services, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyser to test for the presence of alcohol, in lieu of other clinical testing, which test need not be administered in a laboratory.

(d) Laboratory testing procedures will conform to the procedures specified in the Department of Health and Human Services guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the Department of Health and Human Services guidelines (and as they may be amended) shall be regarded as "positive", and shall presumptively establish that the tested employee was under the influence of drugs.

(f) Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable Department Head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 27.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 27.5 - Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program or AFSCME's Personal Support Program.

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 expeditious 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 **June 30, 2017**, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) 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.

American Federation of State County and Municipal Employees Council 31	**City of Chicago**
By: _[signature]_	By: ____________________
Dated: 7/23/14	Dated: ____________________

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American Federation of State, County and Municipal Employees Council 31 ("Union") and the City of Chicago ("Employer") agree that where, in the course of negotiating the Principal Agreement dated _________, **2014**, either the Employer or the Union withdrew any of its proposals in the interest of reaching an agreement neither the Employer nor the Union will rely upon the Union's or the Employer's withdrawal of proposals as evidence of any Union or Employer intent in any future arbitration, or for any other purpose whatsoever.

American Federation of State County and Municipal Employees Council 31	**City of Chicago**
By: ____________________	By: ____________________
Dated: 7/24/14	Dated: ____________________

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Appendix A
Avant Job Family Series

Accident Adjusting Series		
Title Code	**Grade**	**Title**
7173	B13	Accident Adjuster
Accounting Auditing Series		
Title Code	**Grade**	**Title**
0101	G04	Accountant I
0102	G05	Accountant II
0103	G06	Accountant III
0104	G07	Accountant IV
0177	B14	Supervisor of Accounts
0184	B12	Accounting Tech III
0189	B10	Accounting Tech I
0190	B11	Accounting Tech II
0191	G05	Auditor I
0192	G06	Auditor II
0193	G07	Auditor III
0194	G09	Auditor IV
0205	B09	Cashier
0206	B11	Head Cashier
0227	G04	Senior Revenue Analyst
0235	B10	Payment Service Rep
0236	B10	Payment Reconciler
0420	B10	Collections Representative
0421	B11	Revenue Account Specialist II
2914	B10	Program Auditor I
2915	B12	Program Auditor II
2917	B14	Program Auditor III
Architectural Series		
Title Code	**Grade**	**Title**
0310	SR	Project Manager

5401	G05	Architect I
5402	G06	Architect II
5403	G07	Architect III
5404	G08	Architect IV
Arts Program Series		
Title Code	Grade	Title
Audio-Visual Series		
Title Code	Grade	Title
0901	B11	Audio-Visual Specialist
0902	B06	Audio-Equipment Tech
0905	B06	Audio Equipment Technician - Hourly
0923	B12	Film Producer
Bond Research Series		
Title Code	Grade	Title
1987	B13	Loan Processing Officer
1994	B14	Loan Processing Specialist
Cartography Series		
Title Code	Grade	Title
5746	B10	Cartographer II
5747	B12	Cartographer III
Chemistry Series		
Title Code	Grade	Title
5532	G05	Water Chemist II
5533	G06	Water Chemist III
5534	G07	Water Chemist IV
9246	G07	Criminalist III

Civil Engineer Series		
Title Code	**Grade**	**Title**
5612	G06	Civil Engineer II
5613	G07	Civil Engineer III
5614	G08	Civil Engineer IV
5615	G09	Civil Engineer V
Clinical Therapy Series		
Title Code	**Grade**	**Title**
3532	G04	Clinical Therapist I
3533	G05	Clinical Therapist II
3534	G07	Clinical Therapist III
3574	B11	Social Work Assistant
Consumer Services Series		
Title Code	**Grade**	**Title**
2490	B12	Consumer Invest. I
2491	B13	Consumer Invest. II
Dental Series		
Title Code	**Grade**	**Title**
3203	SR	Dentist
3213	B09 (B10 effective 1/1/09)	Dental Assistant
Electrical Engineering Series		
Title Code	**Grade**	**Title**
5812	G06	Electrical Engineer II
5813	G07	Electrical Engineer III
5814	G08	Electrical Engineer IV
5815	G09	Electrical Engineer V
Electronic Technician Series		
Title Code	**Grade**	**Title**

Environmental Control Series		
Title Code	Grade	Title
2006	B09	Environmental Control Technician
2073	G08	Environmental Engineer III
2074	G06	Environmental Engineer I
2077	B13 (B14 effective 1/1/09)	Senior Environmental Inspector
2078	B12	Environmental Inspector
2081	G07	Environmental Engineer II
2083	B13 (B14 effective 1/1/09)	Environmental Investigator
Fire Prevention Series		
Title Code	Grade	Title
General Administrative/Clerical Series		
Title Code	Grade	Title
0302	B10	Administrative Asst. II
0303	B12	Administrative Asst. III
0325	B14	Supervisor of Customer Accounts
0416	B10	Ward Clerk
0419	B10	District Clerk
0422	B10	Intake Aide
0429	B06	Clerk II
0430	B08	Clerk III
0431	B10	Clerk IV
0432	B12	Supervising Clerk
0433	B13	Supervisor of License Issuance
0438	B11	Timekeeper - CPD
0443	B06	Clerk II - Hourly
0444	B08	Clerk III - Hourly
0445	B06	Library Clerk
0446	B06	Library Clerk - Hourly
0447	B08	Senior Library Clerk
0448	B08	Senior Library Clerk - Hourly

0449	B10	Head Library Clerk
0539	SR	Library Page
0631	B11	*Senior Data Controller
0662	B10	*Senior Computer Console Operator
0664	B08	*Data Entry Operator
0665	B09	*Sr. Data Entry Operator
0689	B14	Sr Help Desk Technician
0690	B12	Help Desk Technician
0725	B11	Editorial Assistant
0809	B10	Executive Secretary I (Tsr Off. Only)
0826	B08	Principal Typist
0831	B10	*Personal Computer Opr. III
0832	B09	*Personal Computer Opr. II
0833	B08	*Personal Computer Opr. I
0839	B11	Supervisor of Data Entry Operators
0863	B12	Legal Secretary
0875	B10	Sr Legal Personal Computer Operator
0876	B09	*Legal Personal Computer Operator
1227	B13	Revenue Investigator I
1228	B14	Revenue Investigator II
1233	B13	Licensing Coordinator
1614	B10	Legislative Assistant II
1692	B09	Court File Clerk
1730	B14	Program Analyst
1734	B11	Statistician
1735	B13	Senior Statistician
1770	B12	Program Coordinator
1913	B13	Asst. Project Coord.
2962	SR	Senior Aide
3006	B08 (B09 effective 1/1/09)	**Unit Assistant
3488	B11	Supvng Animal Care Clerk
3498	B10	Animal Care Clerk

3566	B10	Behavioral Health Asst
3837	B12	Intake Coordinator
4098	B10	Summer Program Specialist I
4238	B09 (B10 effective 1/1/09)	Property Custodian
4239	B11	Supervising Property Custodian
6333	B09 (B10 effective 1/1/09)	Property Custodian
7102	B10 (B11 effective 1/1/09)	Dispatch Clerk
7103	B11	Equipment Coordinator
7118	B11 (B12 effective 1/1/09)	Dispatch Clerk I/C
8504	B09	District Aide
9003	B12	Criminal History Analyst
9005	B15	Supvr. of Instant Update Unit
9196	B14	Subpoena Officer
9197	B12 (B13 effective 1/1/09)	Warrant & Extradition Aide
9214	B09	*Fingerprint Tech I
9224	B11	*Fingerprint Tech II
9225	B13	*Fingerprint Tech III
9226	B13	Latent Fingerprint Examiner
9228	B15	Fingerprint Tech IV
9230	B14	Sr Latent Fingerprint Examiner
Grant Preparation and Administration Series		
Title Code	**Grade**	**Title**
2905	B14	Coord. Of Grants Mgmt.
2989	G07	Grants Research Spec.
2990	B12	Grants Specialist
3810	B12	Contact Develop. Spec.
Graphic Arts Series		
Title Code	**Grade**	**Title**
0692	B06	Reprographics Tech I
0693	B08	Reprographics Tech II
0694	B10	Reprographics Tech III
5735	B10	Computer Graphics Tech III

5742	B10	Graphic Artist II
5743	B12	Graphic Artist III
Health Care Services Series		
Title Code	**Grade**	**Title**
3139	B09	Certified Medical Asst.
3743	B08	Public Health Aide
Health Code Inspection Series		
Title Code	**Grade**	**Title**
2391	B13	Health Code Enforcement Inspection Analyst
3465	B12	Public Health Admin. I
3466	B14	Public Health Admin. II
Health Education Series		
Title Code	**Grade**	**Title**
3421	B12	Health Educator
Investigator Office of Professional Standards Series		
Title Code	**Grade**	**Title**
9181	B16	Investigator Ops III
9182	B15	Investigator Ops II
9183	B14	Investigator Ops I
Landscape Architectural Series		
Title Code	**Grade**	**Title**
5413	G04	Landscape Architect
5415	G06	Sr. Landscape Architect
Landscape Maintenance Series		
Title Code	**Grade**	**Title**
7945	G04 (G05 effective 1/1/09)	City Forester
7946	G05 (G06 effective 1/1/09)	Senior City Forester

7950	G04	Horticulturist
7951	G05	Sr. Horticulturist
Legal Research Series		
Title Code	Grade	Title
1616	B11	Paralegal I
1617	B13	Paralegal II
1682	B13	Sr. Legal Investigator
Library Series		
Title Code	Grade	Title
0501	G04	Librarian I
0502	G04	Archival Specialist
0506	G05	Librarian II
0507	G05	Senior Archival Spec.
0572	G03	Community Center Dir. – CPL
0573	G03	Library Associate
0574	G06	Librarian III
0575	G03	Library Associate – Hourly
0579	G07	Librarian IV
Maintenance Inspection Series		
Title Code	Grade	Title
Maintenance Scheduling Series		
Title Code	Grade	Title
Mechanical Engineering Series		
Title Code	Grade	Title
6052	G06	Mechanical Engineer II
6053	G07	Mechanical Engineer III
6054	G08	Mechanical Engineer IV

Medical Technology Series		
Title Code	Grade	Title
3125	G06	Supervisor of Field Laboratories
3126	B8	Phlebotomist
3130	B10 (B11 effective 1/1/09)	Laboratory Technician
Microbiology Series		
Title Code	Grade	Title
3111	G06	Electron Microscopist
3112	G08	Senior Electron Microscopist
3177	G05	Microbiologist II
3178	G06	Microbiologist III
3179	G07	Microbiologist IV
Miscellaneous / Building / Construction Series		
Title Code	Grade	Title
2131	B16	Coordinator of Special Projects-Buildings
Office Machine Repair Series		
Title Code	Grade	Title
0685	B12	Telephone Equipment Coord.
Personnel Series		
Title Code	Grade	Title
1341	B09 (10 effective 1/1/09)	Personnel Asst.
1342	B11 (B12 effective 1/1/09)	Senior Personnel Asst.
1359	B14	Training Officer
1361	B13	Training Technician III
1362	B12	Training Technician II
Pharmacy Series		
Title Code	Grade	Title
3118	B08	Pharmacy Helper

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Photographic Series		
Title Code	**Grade**	**Title**
0920	**B09**	**Photographic Tech**
0921	**B11**	**Sr. Photographic Tech**
Physician Series		
Title Code	**Grade**	**Title**
3363	**SR**	**Physician**
3371	**SR**	**Occupational Health Physician**
3384	**SR**	**Psychiatrist**
Planning/Research Series		
Title Code	**Grade**	**Title**
1401	**G03**	**City Planner I**
1402	**G04**	**City Planner II**
1403	**G05**	**City Planner III**
1404	**G06**	**City Planner IV**
1723	**B13**	**Parking Analyst**
1724	**B12**	**Senior Research Asst.**
1767	**B14**	**Landmark Preserv. Spec.**
2056	**G08**	**Research Associate**
2919	**G05**	**Senior Planning Analyst**
2920	**G03**	**Planning Analyst**
2921	**G05**	**Senior Research Analyst**
2922	**G03**	**Research Analyst**
3407	**G09**	**Epidemiolgist III**
3414	**G07**	**Epidemiologist II**
3415	**G05**	**Epidemiologist I**
Procedure Analysis Series		
Title Code	**Grade**	**Title**
0604	**G08**	**Sr. Systems Programmer**
0611	**G06**	**Systems Programmer**

0620	B13	GIS Analyst
0626	B13	Telecommunications Spec.
0627	B15	Sr. Telecommunications Spec.
0635	G08	Sr Programmer/Analyst
0638	G06	Programmer/Analyst
1142	G06	Senior Operations Analyst
1143	G04	Operations Analyst
Public Health Nutrition Series		
Title Code	**Grade**	**Title**
3409	B09	Nutrition Technician
3410	G02	Public Health Nutritionist I
3411	G03	Public Health Nutritionist II
Public Information Series		
Title Code	**Grade**	**Title**
0412	B09	Inquiry Aide III - Hourly
0413	B07	Inquiry Aide I
0414	B08	Inquiry Aide II
0415	B09	Inquiry Aide III
0419	B09 (B10 effective 1/1/09)	Customer Account Rep.
0701	B12	Public Relations Rep I
0702	B13	Public Relations Rep II
0703	B14	Public Relations Rep III
0711	B13	Public Infor. Officer
7043	B10	Airport Customer Service Rep
8615	B10	Communications Operator I - 311
8616	B11	Communications Operator II - 311
Public Vehicle Inspection Series		
Title Code	**Grade**	**Title**
1274	B12	Public Vehicle Inspector
1275	B13	Sr Public Vehicle Inspector

Purchasing Series		
Title Code	**Grade**	**Title**
1414	B13	Contracts Manager
1481	B11	Contract Review Spec. I
1482	B13	Contract Review Spec II
1520	B10	Purchase Contract Admin
1521	B12	Senior Purchase Contract Administrator
1530	B12	Contract Compliance Officer
Real Estate Series		
Title Code	**Grade**	**Title**
1036	B11	Tax Agent II
1295	B12	Zoning Plan Examiner
1602	B14	Senior Land Acquisition/ Disposition Officer
1622	B13	Land Acquisition/ Disposition Officer
1663	B13	Leasing Agent
Rehabilitation Construction Series		
Title Code	**Grade**	**Title**
1939	B15	Rehabilitation Construction Spec.
Safety Specialist Series		
Title Code	**Grade**	**Title**
6122	B13	Safety Specialist
Sanitarian Series		
Title Code	**Grade**	**Title**
2381	B13	Sanitarian II
2382	B12	Sanitarian I

Social Services Series		
Title Code	**Grade**	**Title**
0709	B11	Volunteer Services Coord.
1901	B13	Relocation Specialist
2944	B14	Employability Review Specialist III
3026	B15	Program Coord. - Disability Services
3029	G05	Specialist in Aging II – Hourly
3030	G03	Specialist in Aging I
3031	G05	Specialist in Aging II
3034	B06	Elderly Aide I – Hourly
3036	B07	Elderly Aide II
3037	B08	Elderly Aide III
3038	B07	Elderly Aide II – Hourly
3039	B11	Asst. Spec. in Disability
3040	B11	Asst. Spec. in Aging
3042	B08	Elderly Aide III – Hourly
3066	G04	Elder Protective Investigator I
3067	G06	Elder Protective Investigator II
3073	G05	Disability Spec. II
3074	G03	Disability Spec. I
3077	B06	Service Coordinator Aide
3078	G03	Resident Services Coordinator I
3084	G05	Human Relations Invest. I
3085	G06	Human Relations Invest. II
3086	G07	Human Relations Invest. III
3088	B06	Outreach Worker
3089	B11	Outreach Coordinator
3094	B14	Human Relations Specialist II
3095	B12	Human Relations Specialist I
3429	B11	Case Manager Assistant
3433	B11	Communicable Disease Control Inv. I
3434	B12	Communicable Disease Control Inv. II

3520	B12	Domestic Violence Avocate
3548	G07 (08 effective 1/1/09)	Psychologist
3573	B10	Support Services Assistant
3574	B11	Social Work Assistant
3826	B13	Human Service Spec II
3827	B12	Human Service Spec I
3838	B11	Human Service Worker
3897	B14	Community Outreach Coord.
3898	B13	Community Service Rep.
3914	B13	Support Services Coordinator
3932	G03	Social Worker I
3933	G04	Social Worker II
3934	G06	Social Worker III
3956	B15	Area Mgr. - Youth & Family Services
3966	B12	Comm. Resource Spec.
9101	B12	Community Organizer-CAPS
Speech-Hearing-Vision Series		
Title Code	Grade	Title
0903	B08	Audio-Vision Tester
Storekeeping Series		
Title Code	Grade	Title
1585	B11	Inventory Analyst
1593	B15	Director of Supply and Stock Control
1805	B06	Stockhandler
1811	B07	Storekeeper
1813	B08	Senior Storekeeper
1815	B09	Principal Storekeeper
1817	B10	Head Storekeeper
1850	B11	Supervisor of Inventory Control I

Structural Engineer Series		
Title Code	**Grade**	**Title**
5619	**G07**	**Structural Engineer III**
5620	**G08**	**Structural Engineer IV**
5622	**G09**	**Structural Engineer V**
Sub-Professional Engineering Series		
Title Code	**Grade**	**Title**
5701	**B08**	**Draftsman I**
5702	**B10**	**Draftsman II**
6141	**B09**	**Engineering Tech II**
6142	**B11**	**Engineering Tech III**
6143	**B13**	**Engineering Tech IV**
6144	**B14**	**Engineering Tech V**
6145	**B15**	**Engineering Tech VI**
Traffic Engineer Series		
Title Code	**Grade**	**Title**
6252	**G06**	**Traffic Engineer II**
6253	**G07**	**Traffic Engineer III**
6254	**G08**	**Traffic Engineer IV**
Veterinary Series		
Title Code	**Grade**	**Title**
3309	**G10**	**Veterinarian - Hourly**
3310	**G10**	**Veterinarian**
3487	**B14**	**Supvr. of Animal Care Aides**
3492	**B11 (B12 effective 1/1/09)**	**Veterinary Assistant**
3497	**B10 (B11 effective 1/1/09)**	**Animal Care Aide II**
3499	**B09 (B10 effective 1/1/09)**	**Animal Care Aide I**
Water Quality Series		
Title Code	**Grade**	**Title**
2317	**B09**	**Water Quality Inspector**

5518	G07	Filtration Engineer III
5519	G08	Filtration Engineer IV
5520	G09	Filtration Engineer V
5528	G06	Filtration Engineer II
5642	G06	Sanitary Engineer II
5643	G07	Sanitary Engineer III
5644	G08	Sanitary Engineer IV
X-Ray Series		
Title Code	Grade	Title
3169	B12	Medical X-Ray Tech

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ADMINISTRATIVE AND CLERICAL

SCHEDULE 1

TITLES WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	Accounting Tech I	0189		10	
	Accounting Tech II	0190		11	
	Admin Asst II	0302		10	
	Admin Asst III	0303		12	
	Airport Customer Service Rep	7043		10	
	Animal Care Clerk	3498		09	
	Asst Project Coord	1913		13	
	Behavioral Health Asst	3566		10	
	Cartographer II	5746		10	
	Cartographer III	5747		12	
	Cashier	0205		09	
	Certified Med. Asst.	3139		09	
	City Forester	7945	G	04 (05 effective 1/1/09)	
	Clerk II	0429		06	
	Clerk II – Hourly	0443		06	
	Clerk III	0430		08	
	Clerk III - Hourly	0444		08	
	Clerk IV	0431		10	
	Collections Rep	0420		10	
	Communications Operator I-311	8615		10	
	Communications Operator II-311	8616		11	
	Community Serv. Rep	3898		13	
	Computer Graph Tech III	5735		11	
	Cntrct Compliance Offr	1530		12	
	Cntrct Devlp Spec	3810		12	
	Cntrct Manager	1414		13	
	Cntrct Rvw Spcist I	1481		11	
	Cntrct Rvw Spcist II	1482		13	
	Court File Clerk	1692		09	
	Customer Account Rep	0419		09 (10 effective 1/1/09)	
	Data Entry Operator	0664		08	

ADMINISTRATIVE AND CLERICAL

SCHEDULE 1

TITLES WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	Dir Supply & Stck Ctl	1593		15	Dir Supply & Stck Ctl
	Dispatch Clerk	7102		10 (11 effective 1/1/09)	
	Dispatch Clerk I/C	7118		11 (12 effective 1/1/09)	
	District Aide	8504		09	
	District Clerk	0417		10	District Clerk
	Draftsman I	5701		08	
	Draftsman II	5702		10	
	Editorial Asst	0725		11	Editorial Assistant
	Employability Review Spec III	2944		14	
	Engr Tech II	6141		09	
	Engr Tech III	6142		11	
	Engr Tech IV	6143		13	Engr Tech IV
	Engr Tech V	6144		14	
	Engr Tech VI	6145		15	
	Executive Secretary I	0809		10	Ex Secretary I
	Film Producer	0923		12	
	Fingerprint Tech I	9214		09	
	Fingerprint Tech II	9224		11	
	Fingerprint Tech III	9225		13	
	Fingerprint Tech IV	9228		15	
	GIS Analyst	0620		13	
	Graphic Artist II	5742		10	Graphic Artist II
	Graphic Artist III	5743		12	Graphic Artist III
	Head Cashier	0206		11	Head Cashier
	Head Library Clerk	0449		10	
	Head Storekeeper	1817		10	
	Help Desk Technician	0690		12	
	Inquiry Aide I	0413		07	
	Inquiry Aide II	0414		08	
	Inquiry Aide III	0415		09	
	Inquiry Aide III – Hourly	0412		09	
	Intake Aide	0422		09	Intake Aide
	Inventory Analyst	1585		11	

ADMINISTRATIVE AND CLERICAL

SCHEDULE 1

TITLES WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	Laborator	3130		10 (11 effective 1/1/09)	
	Land Acquis/Disp Officer	1622		13	
	Land Preserv Specialist	1767		14	
	Latent Fingerprint Examiner	9226		13	
	Leasing Agent	1663		13	
	Legal Personal Cmptr Opr	0876		09	
	Legal Secretary	0863		12	
	Legislative Asst II	1614		10	Legislative Asst II
	Library Clerk	0445		06	
	Library Clerk – Hourly	0446		06	
	Licensing Coord	1233		13	
	Loan Proc Officer	1987		13	
	Loan Proc Specialist	1994		14	
	Para Legal I	1616		11	
	Para Legal II	1617		13	
	Parking Analyst	1723		13	
	Payment Reconciler	0236		10	
	Payment Services Rep	0235		10	
	Personal Compter Oper I	0833		08	
	Personal Compter Oper II	0832		09	
	Personal Compter Oper III	0831		10	Personal Compter Oper III
	Personnel Asst	1341		09 (10 effective 1/1/09)	
	Phlebotomist	3126		08	
	Principal Storekeeper	1815		09	Principal Storekeeper
	Principal Typist	0826		08	
	Program Analyst	1730		14	
	Program Auditor I	2914		10	
	Program Auditor II	2915		12	
	Program Auditor III	2917		14	
	Program Coordinator	1770		12	
	Property Custodian	4238		09 (10 effective 1/1/09)	
	Property Custodian	6333		09 (10 effective 1/1/09)	

ADMINISTRATIVE AND CLERICAL TITLES

SCHEDULE 1

TITLES WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	Public Information Officer	0711		13	
	Public Relations Rep I	0701		12	Public Relations Rep I
	Public Relations Rep II	0702		13	
	Public Relations Rep III	0703		14	Public Relations RepIII
	Purchase Contract Adm	1520		10	
	Reprographics Tech I	0692		06	Repro Tech I
	Reprographics Tech II	0693		08	Repro Tech II
	Reprographics Tech III	0694		10	Repro Tech III
	Revenue Acct. Spec II	0421		11	
	Revenue Investigator I	1227		13	
	Revenue Investigator II	1228		14	
	Safety Spec	6122		13	
	Sr City Forester	7946	G	05 (06 effective 1/1/09)	
	Sr Comput Consol Opr	0662		10	
	Sr Data Controller	0631		11	
	Sr Data Entry Operator	0665		09	
	Sr Help Desk Technician	0689		14	
	Sr Land Acquisition/Disp Ofr	1602		14	
	Sr Latent Fingerprint Examiner	9230		14	
	Sr Legal Personal Computer Opr	0875		10	
	Sr Legal Investigator	1682		13	
	Sr Library Clerk	0447		08	
	Sr Library Clerk – Hourly	0448		08	
	Sr Personnel Asst	1342		11 (12 effective 1/1/09)	
	Sr Purchasing Contr Admin	1521		12	
	Sr Research Asst	1724		10	
	Senior Storekeeper	1813		08	Sr Storekeeper
	Senior Telecom Spec.	0627		15	
	Staff Assistant	0308		13	Staff Assistant
	Stockhandler	1805		06	Stockhandler
	Storekeeper	1811		07	Storekeeper
	Subpoena Officer	9196		14	
	Supv Inv Control I	1850		11	
	Suprvsng Animal Care Clerk	3488		11	
	Suprvsng Clerk	0432		12	
	Suprvsng Property Custodian	4239		11	
	Supvr of Data Entry Operators	0839		11	
	Supvr of Instant Update Unit	9005		15	
	Supvr of License Issuance	0433		13	

ADMINISTRATIVE AND CLERICAL

SCHEDULE 1

TITLES WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	Tax Agent II	1036		11	
	Telecommunications Spec	0626		13	
	Telephone Equip Coord	0685		12	
	Timekeeper - CPD	0438		11	
	Training Officer	1359		14	
	Training Tech II	1362		12	
	Training Technician III	361		13	
	Ward Clerk	0416		10	Ward Clerk
	Water Quality Inspector	2317		09	

[A15/unit 1]

ATTACHMENT TO SCHEDULE I

In Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Departments of Personnel, Budget and Management and the City Council

Unit	Job Classification	TC	Department
1			
	Computer Cartographer II	5757	Graphics & Reproduction
	Customer Accountant Rep	0419	City Clerk
	Director Supply & Stock Ctl	1593	Bd. of Elec.
	District Clerk	0417	Aviation
			General Services
			Purchasing
			Sewers
			Streets & Sanitation
			Transportation
			Water
	Editorial Assistant	0725	All departments except City Clerk
	Executive Secretary I	0809	All departments except City Treasurer
	Graphic Artist II	5742	Graphics & Reproduction
	Graphic Artist III	5743	Graphics & Reproduction
	Head Cashier	0206	All departments. except City Treasurer
	Intake Aide	0422	All departments except Housing/Police
	Legislative Asst II	1614	All departments. except City Clerk
	Personal Comptr Opr III	0831	City Clerk
	Principal Storekeeper	1815	Aviation (Chgo. Pub. Lib. transferred to Unit V)
			General Services
			Purchasing
			Sewers
			Transportation
			Water
	Public Relations Rep I	0701	Graphics & Reproduction
	Public Relations Rep III	0703	Special Events
	Reprographics Technician I	0692	Graphics & Reproduction
	Reprographics Technician II	0693	Graphics & Reproduction
	Reprographics Technician III	0694	Graphics & Reproduction
	Revenue Accountant Specialist	0421	City Clerk

ATTACHMENT TO SCHEDULE I

In the Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Departments of Personnel, Budget and Management and the City Council.

Unit	Job Classification	TC	Department
1			
	Safety Specialist	6122	Sewers Streets & Sanitation
	Secretary	0805	City Clerk Law Local Liquor Control Commission
	Senior Storekeeper	1813	Aviation General Services Purchasing Sewers Transportation Water
	Staff Assistant	0308	All departments except City Treasurer
	Stock handler	1805	Aviation General Services Purchasing Sewers Transportation Water
	Storekeeper	1811	Aviation General Services Purchasing Sewers Transportation Water
	Ward Clerk	0416	Streets & Sanitation

[A15/Unit 1]

HUMAN SERVICES AND INSPECTION TITLES WITHIN BARGAINING UNIT **SCHEDULE 2**

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
3					
	Animal Care Aide I	3499		09 (10 effective 1/1/09)	
	Animal Care Aide II	3497		10 (11 effective 1/1/09)	
	Animal Care Clerk	3498		09 (10 effective 1/1/ 09)	
	Asst Spec Aging	3040		11	
	Asst Spec in Dis	3039		11	
	Audio-Vision Tester	0903		08	
	Case Manger Asst	3429		11	
	Community Organizer-CAPS	9101		12	
	Com Dis Contr Inv I	3433		11	
	Com Dis Contr Inv II	3434		12	
	Comm Outreach Coord	3897		14	
	Comm Resource Specialist	3966		12	
	Cons Investigator I	2490		12	
	Cons Investigator II	2491		13	
	Coord Publ Utilities	5981		15	
	Coord Spl Proj Bldgs	2131		16	
	Criminal History Analyst	9003		14	
	Dental Assistant	3213		09 (10 effective 1/1/09)	
	Disability Spec I	3074	G	03	
	Disability Spec II	3073	G	05	
	Domestic Violence Advocate	3520		12	
	Elder Protective Invest I	3066	G	04	
	Elder Protective Invest II	3067	G	06	
	Elderly Aide I- Hourly	3034		06	
	Elderly Aide II	3036		07	
	Elderly Aide II - Hourly	3038		07	
	Elderly Aide III	3037		08	
	Elderly Aide III – Hourly	3042		08	
	Envir Control Tech	2006		09	
	Envir Inspector	2078		12	
	Envir Investigator	2083		13 (14 effective 1/1/09)	
	Grants Research Spec	2989	G	07	
	Grants Specialist	2990		12	
	Health C/E Insp An	2391		13	
	Health Educator	3421		12	
	Human Relations Invest I	3084	G	05	
	Human Relations Invest II	3085	G	06	
	Human Relations Invest III	3086	G	07	
	Human Relations Spec I	3095		12	
	Human Relations Spec II	3094		14	

HUMAN SERVICES AND INSPECTION TITLES WITHIN BARGAINING UNIT

SCHEDULE 2

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
3					
	Human Srvs Speclst I	3827		12	
	Human Srvs Speclst II	3826		13	
	Human Srvs Wrkr	3838		11	
	Intake Coordinator	3837		12	
	Investigator OPS I	9183		14	
	Investigator OPS II	9182		15	
	Investigator OPS III	9181		16	
	Medical X-Ray Tech.	3169		12	
	Microbiologist II	3177	G	05	
	Microbiologist III	3178	G	06	
	Microbiologist IV	3179	G	07	
	Nutrition Technician	3409		08	
	Outreach Coordinator	3089		11	
	Outreach Worker	3088		06	
	Pharmacy Helper	3118		08	
	Photo Technician	0920		09	Photo Tech
	Prog Coord of Dis Ser	3026		15	
	Public Health Aide	3743		08	
	Pub Hlth Nutritionist I	3410	G	02	
	Pub Hlth Nutritionist II	3411	G	03	
	Public Vehicle Insp	1274		12	
	Rehab Const Specialist	1939		15	
	Relocation Rep	1915		12	
	Resident Services Coord I	3078	G	03	
	Sanitarian I	2382		12	
	Sanitarian II	2381		13	
	Sr Aide	2962		SR	
	Sr Environment Inspector	2077		13 (14 effective 1/1/09)	
	Sr Photo Technician	0921		11	Sr Photo Tech
	Sr. Public Vehicle Inspector	1275		13	
	Service Coordinator Aide	3077		06	

HUMAN SERVICES AND INSPECTION TITLES WITHIN BARGAINING UNIT **SCHEDULE 2**

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
3					
	Social Work Assistant	3574		11	
	Specialist in Aging I	3030	G	03	
	Specialist in Aging II	3031	G	05	
	Specialist in Aging II – Hourly	3029	G	05	
	Supv of Accounts	0177		14	
	Summer Program Spec I	4098		10	
	Supv of Animal Care Aides	3487		14	
	Supr of Field Laboratories	3125	G	06	
	Support Services Assistant	3573		10	
	Support Services Coord	3914		13	
	Unit Assistant	3006		08 (09 effective 1/1/09)	
	Veterinary Assistant	3492		11 (12 effective 1/1/09)	
	Warrant/Extratn Aide	9197		12 (13 effective 1/1/09)	
	Zoning Plan Examiner	1295		12	

ATTACHMENT TO SCHEDULE 2

In Departments listed below, indicated job classifications
are excluded from this bargaining unit. The following agencies
are excluded completely from this bargaining unit: Personnel, Budget & Management, and the City Council

Unit	Job Classification	T C	DEPARTMENT
3			
	Photographic Technician	0920	Graphics & Reproduction
	Sr. Photographic Technician	0921	Graphics & Reproduction

[A15/unit 3]

PROFESSIONAL TITLES

SCHEDULE 4

WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
4					
	Accident Adjuster	7173		13	
	Accountant I	0101	G	04	
	Accountant II	0102	G	05	
	Accountant III	0103	G	06	
	Accountant IV	0104	G	07	
	Accounting Tech III	0184		12	
	Architect I	5401	G	05	
	Architect II	5402	G	06	
	Architect III	5403	G	07	
	Architect IV	5404	G	08	
	Area Mgr-Youth & Family Serv.	3956	B	15	
	Auditor I	0191	G	05	
	Auditor II	0192	G	06	
	Auditor III	0193	G	07	
	Auditor I	0194	G	09	
	City Planner I	1401	G	03	
	City Planner II	1402	G	04	
	City Planner III	1403	G	05	
	City Planner IV	1404	G	06	
	Civil Engineer II	5612	G	06	
	Civil Engineer III	5613	G	07	
	Civil Engineer IV	5614	G	08	
	Civil Engineer V	5615	G	09	Civil Engineer V
	Clincl Therapist I	3532	G	04	
	Clincl Therapist II	3533	G	05	
	Clincl Therapist III	3534	G	07	
	Coord Grants Mgmnt	2905		14	
	Criminalist III	9246	G	07	
	Dentist	3203	M	SR	
	Electrical Engr II	5812	G	06	
	Electrical Engr III	5813	G	07	
	Electrical Engr IV	5814	G	08	
	Electrical Engr V	5815	G	09	
	Electron Micropst	3111	G	05	
	Environmental Eng I	2074	G	06	
	Environmental Eng II	2081	G	07	
	Environmental Eng III	2073	G	08	
	Epidemiologist I	3415	G	05	
	Epidemiologist II	3414	G	07	
	Epidemiologist III	3407	G	09	
	Filtration Engr II	5528	G	06	
	Filtration Engr III	5518	G	07	
	Filtration Engr IV	5519	G	08	
	Filtration Engr V				5520
			G	09	

PROFESSIONAL TITLES

SCHEDULE 3

WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
4					
	Horticulturist	7950	G	04	
	Landscape Arch.	5413	G	04	
	Mechanical Engineer II	6052	G	06	
	Mechanical Engineer III	6053	G	07	
	Mechanical Engineer IV	6054	G	08	
	Occupational Health Phys	3371	M	SR	Occupational Hlth Phys
	Operations Analyst	1143	G	04	
	Physician	3363	M	SR	
	Planning Analyst	2920	G	03	
	Programmer/Analyst	0638	G	06	
	Project Manager	0310		SR	
	Psychiatrist	3384	M	SR	Psychiatrist
	Psychologist	3548	G	07 (08 effective 1/1/09)	
	Public Health Admin I	3465		12	
	Public Health Admin II	3466		14	
	Research Analyst	2922	G	03	
	Research Associate	2056	G	08	
	Sanitary Engineer II	5642	G	06	
	Sanitary Engineer III	5643	G	07	
	Sanitary Engineer IV	5644	G	08	
	Sr Electrn Micropst	3112	G	08	
	Sr Horticulturist7951		G	05	
	Sr Landscape Architect	5415	G	06	
	Sr Operations Analyst	1142	G	06	
	Sr Planning Analyst	2919	G	05	
	Sr Programmer / Analyst	0635	G	08	
	Sr Purch Contr Admin	1521		12	
	Sr Research Analyst	2921	G	05	
	Sr Revenue Analyst	0227	G	04	
	Sr. Statistician	1735		13	
	Sr Systems Programmer	0604	G	08	
	Social Worker I	3932	G	03	
	Social Worker II	3933	G	04	
	Social Worker III	3934	G	06	Social Worker III
	Statistician	1734		11	
	Structural Engr III	5619	G	07	
	Structural Engr IV	5620	G	08	
	Structural Engr V	5622	G	09	
	Supvsr of Customer Accts.	0325	B	14	
	Sys Programmer	0611	G	06	

PROFESSIONAL TITLES

SCHEDULE 3

WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
4					
	Traffic Engineer II	6252	G	06	
	Traffic Engineer III	6253	G	07	
	Traffic Engineer IV	6254	G	08	
	Veterinarian	3310	G	09	
	Veterinarian-Hourly	3309	G	09	
	Water Chemist II	5532	G	05	
	Water Chemist III	5533	G	06	
	Water Chemist IV	5534	G	07	

ATTACHMENT TO SCHEDULE 3

In Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Departments of Personnel, Budget and Management, and the City Council.

UNIT	JOB CLASSIFICATION	TC	DEPARTMENT
4			
	Civil Engineer V	5615	Water
	Data Base Analyst, I	1104	Management Info Services
	Senior Systems Programmer	0604	Management Info Services
	Systems Programmer	0611	Management Info. Services
	Occupational Health Physician	3371	Fire
	Project Manager	0310	All depts except Construction and Permits (DCAP)
	Psychiatrist	3384	Health
	Social Worker III	934	Health

[A15/unit-4]

LIBRARY TITLES

SCHEDULE 4

WITHIN BARGAINING UNIT

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
5					
	Archival Specialist	0502	G	04	
	Audio Equipment Tech	0902		06	
	Audio Equipment Tech-Hrly	905		06	
	Audio Visual Spec	0901		11	
	Community Center Dir	0572	G	03	
	Librarian I	0501	G	04	
	Librarian II	0506	G	05	
	Librarian III	0574	G	06	
	Librarian IV	0579	G	07	
	Library Associate	0573	G	03	
	Library Associate-Hourly	0575	G	03	
	Library Page	0539		SR	
	Principal Storekeeper	1815		09	Prin. Strkpr. (Public Library only)
	Sr. Archival Spec	0507	G	05	
	Volunteer Services Coord	0709		11	

In departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Personnel, Budget & Management, and the City Council.

Unit	Description	TC	Department
5			
	Principal Storekeeper	1815	Aviation General Services Purchasing Sewers Transportation Water

[A15/Unit 5]

DELETED JOB TITLES
BU 01

Description	TC
Accounting Clerk	0179
Account Rep	1132
Acct. Rep. Trainee	1126
Acquisition Coord	1950
Admin Asst I	0301
Admin Legal Clerk	1634
Airport Contract Rep	7032
Airport Info Rep	7044
Airport Operatns Aide	7002
Airport Tour Guide	0754
Appl. Designer Trainee	1180
Appl. Spec. Trainee	3807
Arch Tech I	5460
Arch Tech II	5461
Arch Tech III	5462
Arch Tech IV	5463
Arch Tech V	5464
Arch Tech VI	5465
Assessor	1001
Assignment Clerk	0424
Asst. Account Rep	1131
Asst. Beat Rep. Coord	9239
Asst. Chief Tele Opetr	0607
Asst. Coord Sp. Srvs.	2984
Asst. Forensic Photog.	9221
Asst. Water Assessor	1070
Business License Rep. I	0335
Business License Rep. II	0336
Buyer I	1511
Buyer II	1512
Buyer III	1514
Cartogrpher I	5745
Career Counselor	2911
Case Intake Clerk	1691
Cashier - Hourly	0207
Chief Cashier	0321
Chief Clerk	0427
Court File Clerk	1692
Civil Engr. Drftsman I	5761
Civil Engr. Drftsman II	5762
Clearings Reconciler	0202

Clerk I	0428
Clerk Trainee	0402
Computer Cartographer I	5756
Computer Cartographer II	5757
Computer Cartographer III	5758
Computer Console Operator	0660
Computer Graph Tech I	5733

B.U. 01 contd.

Computer Graph Tech II	5754
Computer Opr Spec	1121
Computer Oper Spec/ MIS	0605
Computer Sup Spec	1184
Coord Health Education	3427
Criminalistics Aide	9270
Data Control Clerk	1750
Data Controller	0632
Data Entry Clerk	0661
Data Entry Clerk - Hourly	0667
Data Output Handler	0633
Data Proc. Coord. I	1199
Data Proc. Coord. II	1198
Data Proc Field Tech	1197
Data Proc. Inv. Asst.	0650
Dental Hygenist	3210
Dental Storekeeper	1812
Dep. Local Reg. Vtl St.	1715
Dispatch Asst.	7106
Documentation Librn	0644
Elec. Engr. Drafsmn I	5783
Elec. Engr. Drafsmn II	5784
Elec. Equip. Tech.	2040
Elct. Surveyman I	5131
Elct. Surveyman II	5132
Elct. Surveyman III	5133
Elct. Surveyman IV	5134
Emplyblty Rev Spl I	2942
Emplyblty Rev Spl II	2943
Engr Tech I	6140
Envir. Contrl. Insp.	2002
Envir. Smpl/Eq. Tech III	2023
Equip. Coorinator	7103
Evidence Technician	9230
Exam Pub Chauf Lics	1264
Extra Clerk	0411
Film Inspector	0974
Film Reviewer	9011
Forensic Photographer	9221
Firearm/Toolmrk Tech I	9241
Fund Manager	0219
Graphic Artist I	5741
Head Clerk	0423
Health Ed Aide I	3424

Housing Court Inv.	1686
Ind. Dev. Rep I	1971
Ind. Dev. Rep II	1972
Ind. Dev. Rep III	1977
Information Rep I	0733
Information Rep II	0734
Information Rep III	0738
Info. Rep-Bilingual	0732
Information Assistant	0739

B.U. 01 con'td

Inquiry and Info Asst	0713
Inventory Auditor	1591
Job Development Spec.	2927
Junior Stenographer	0821
Key Punch Operator	0614
Laboratory Helper	3127
Laboratory Technician I	3128
Laboratory Technician II	3129
Laboratory Technician III	3130
LAN Coord I	0615
LAN Coord II	0617
Land Acquisition Officer	1624
Land Disp. Officer	1622
Land Preserv Spec I	1765
Land Preserv Spec II	1766
Land Preserv Spec III	1767
Land Sales Agent	1612
Landscape Tech	7943
Law Library Aide	1687
Leasing Agent I	1662
Legal Clerk	0877
Legal Investigator	1683
Legal Messenger	1687
Legal Res Asst	9644
Legal Systems Opr	1690
Legal System Spec I	1637
Legal System Spec II	1636
Legal Typist	0878
Liquor License Analyst	0337
Loan Proc Offcr Asst	1993
Maintenance Inspector	4545
Map Draftsman I	5751
Map Draftsman II	5752
Materials Expediter	1545
Mech. Engr. Drftsman I	5787
Mech. Engr. Drftsman II	5789
Medical Interviewer	3570
Medical Records Coord	0555
Medical Record Librn	0549
Medical Records Tech.	0550
Medical Stenographer	0846
Message Ctr Opr	1693
Methods Analyst	1153
Office Prop Custodian	0418

Operations/Analyst	1173
Order Filler	1809
Permit App Examiner	2130
Personnel Tech I	1381
Personnel Tech II	1382
Photographer I	0655
Planner-Schedlr O'Hare	7035
Planning Aide	1452
Planning Assistant	1406

B.U. 01 cont'd

Police Aide	9113
Police Inventry Spec	1589
Prin Account Clerk	0147
Prin Tab Mach Oper	0677
Principal Methods Analyst	1157
Principal Steno	0825
Prkng Revenue Examnr	0186
Program Analyst I	1727
Program Analyst II	1728
Program Analyst III	1729
Program Planner	3401
Program Spec/Bilingual	1743
Program Specialist II	1746
Program Specialist III	1747
Property Mngmnt Supvr.	1930
Public Info Asst I	0741
Public Info Asst II	0742
Purchasing Field Tech	1585
Qual Assurance Spec	1536
Receptionist	0797
Records Custodian	0419
Records Coord	3055
Remittance Specialist	0435
Remote Terminal Oper	0669
Reprographics Coord	0675
Repro Machine Tech	0601
Research Aide	1755
Research Assistant	1725
Revenue Account Specialist I	0423
Revenue Specialist I	1224
Revenue Specialist II	1225
Right of Way Agent I	1674
Right of Way Agent II	1670
Safety Spec I	6120
Safety Spec II	6121
Safety Spec III	6122
Secretary	0805
Securities Analyst	0174
Senior Account Clerk	0146
Sr Account Rep	1115
Sr Data Transcriber	0676
Sr Key Punch Oper	0616
Sr Land Acquisition Officer	1604
Sr Legal Steno	0864

Sr Libr Tape & Disk	0641
Sr Methods Analyst	1155
Sr Microfilm Machine Opr	0637
Sr Pgm Review Spec	1486
Senior Steno	0823
Sr Typist	0836
Shift Supv/Info & Inq Asst	0687

B.U. 01 cont'd

Shift Supv Term Oprtns	0668
Skyway Teller	0260
Social Service Asst.	3802
Staff Analyst	1744
Statistician Trainee	1733
Strc Engr Drftmn I	5704
Strc Engr Drftsmn II	5705
Supv Info & Referral	3857
Supv. Terminal Operations	0670
Supvsr Word Process	0831
Tax Agent I	1037
Tax Audit Tech	1230
Tax Examiner I	1043
Tax Examiner II	1044
Tax Investigator	1231
Telephone Operator	0683
Teletype Operator	0606
Tile Expert	1666
Tile Searcher	1664
Toll Attendant	0288
Training Offices Sewer	1346
Training Coordinator	1365
Training Tech I	1363
Tutor/Literacy Prog	0612
Typist	0834
Underwriting Spec	1609
Violatn Abatmnt Exmr	2130
Voucher Coordinator	1575
Water Quality Tech I	6111
Water Quality Tech II	6112
Water Quality Tech III	6113
Word Processing Opr I	0833
Word Processing Opr II	0832

DELETED JOB TITLES
BU 03

Description	TC
Activity Coordinator	3860
Activity Coordr Aide II	3982
Alcoholism Counselor	3536
Asst Coord Field Serv	2931
Asst. Elder Protective Investigator	3065
Asst. Occ. Saf & Health Dir	5954
Asst. Supv./Family Asst	3940
Asst. to Phys. Instructor	3550
Bilingl Comm Dis Cntr Ins	3432
Cardiovascular Tech I	3105
Cardiovascular Tech II	3106
Cardplmnry Resctn Inst	3475
Cardplmnry Tech I	3136
Cardplmnry Tech II	3137
Citiz Particptn Spec	3005
Clinic Board	3470
Comm Aide III	3525
Comm Health Asst I	3478
Comm Health Asst II	3741
Comm Health Asst-Hourly	3741
Comm Intrvtn Wkr	2940
Comm Mntl Hlth Wkr I	3565
Comm Mntl Hlth Wkr II	3567
Comm Rep I	3828
Comm Rep II	3819
Comm Serv Aide II	3848
Comm Service Coord	3970
Comm Serv Spec	3892
Comm Unit Dir I	3033
Comm Unit Dir II	3034
Comm Worker I	3082
Compnstn Investgtr I	1214
Compnstn Investgtr II	1215
Compnstn Investgtr III	1216
Compliance/Viol Hrg Offcr	0383
Compliance Officer	1934
Consumer Serv Aide	2470
Consumer Serv Officer I	2471
Consumer Serv Officer II	2472

Coord Serv for Hrg Imprd	3028
Coord Youth Services	2910
Counselor	2966
Curriculum Coord	3865
Cythotechnologist I	3123
Demolition Inspector	6163
Dental Hygenist	3210

B.U. 03 con'td

Elderly Aide I	3035
Empl Dev Spec I	1357
Empl Dev Spec II	1358
Envir & Energy Spec I	2035
Envir Cntrl Insp I	2001
Envir Cntrl Insp II	2002
Envir Cntrl Insp III	2003
Envir Protection Tech	2079
Equal Opport Spclist	3053
Evaluation Specialist I	1761
Evaluation Specialist II	1759
Family Asst Oper	3953
Family Asst Processor	3952
Family Asst Verifier	3951
Family Program Coord	2906
Fitness Instructor	3478
Floriculturist I	7910
Food Service Worker	2765
Grant Research Analyst	2981
Handicapped Serv Coord	3836
Health Assesment Tech	3131
Health Coordinator	3908
Health Educator I	3419
Health Educator II	3420
Health Educator Aide	3428
Hearing Tester	3149
Hlth Resource Officer	3509
Hospital Aide	3622
Hospital Asst	3621
Hospital Lic Pract Nurse	3620
Housing Counselor	3823
Human Relations Asst	3070
Human Relations Officer I	3009
Human Relations Officer II	3008
Human Relations Officer III	3013
Human Serv Aide	3832
Human Serv Asst	3834
Hypertension Res Proj Recr	3147
Hypertension Tech	3148
Job Counselor	1336
Lic. Practical Nurse	3613
Maintenance Aide I	4221
Maintenance Aide II	4224
Maintenance Aide II	4236
Management Rep	0365

Manpower Planner	1420
Medical Asst	3624
Medical Equip Tech	3166
Medical Tech I	3133
Medical Tech II	3134
Medical Tech III	3135
Med X-Ray Tech I	3167
Microbiologist I	3176

B.U. 03 cont'd

Nurses Aide	3611
Nutritionist Asst	3455
Parent Coordinator	3912
Park Naturalist Aide	7905
Park Naturalist Asst	7906
Parking Facility Insp	7435
Pavilion Maint Aide	3499
Pharmacy Helper	3118
Physical Therapist	3144
Physical Fitness Instructor	3132
Physical Asst	3184
Polygraph Examiner I	9241
Polygraph Examiner II	9242
Polygraph Examiner III	9243
Prog Expeditor I	2932
Prog Expeditor II	2933
Prog Expeditor III	2934
Rehab Const Asst	1985
Relocation Prog Officer	1902
Relocation Specialist	1901
Relocation Spvsr	1922
Sanitary Inspector	2374
Sr. Alcoholism	3535
Sr. Case Holding Wrkr	7572
Sr. Counselor	2941
Sr. Financial Counselor C-5	0792
Sr. Hlth Resource Officer	3507
Sr. Manpower Planner	1419
Sr. X-Ray Tech	3165
Social Serv Area Coordinator	3833
Social Work Aide	3996
Social Work Coordinator	3870
Social Worker	3931
Speech Therapy Asst	3406
Support Services Asst	3573
Supv of Family Asst	3939
Supv of Family Asst Info	3944
Supv of Family Asst Rcdr	3943
Supv of Forms/IHEAP	3935
Supv of Outreach Srvc	3969
Supv of Physical Fitness	3453
Teacher Assistant HS	3907
Tchr - Parent Child Center	3994
Toxicologist Tech	3157
Tutor-Literac Program	0512

Utilities Coord	5980
Vision Tech	3182
Vision Tester	3151
Youth Ed & Resource Spec	3015
Youth Intervention Wrkr	3831
Zoning Planner	1445

DELETED JOB TITLES
BU 04

Description	**TC**
Application Designer	1171
Asst Coord Arts Prog	0707
Asst Supr Acct	0119
Audiologist	3170
Bio Chemist	3124
Bond Resrch Analyst	0200
Bond Resrch Asst	0204
Bond Research Spec	0203
Chemical Engineer	5512
Chemist I	5521
Chemist II	5522
Chemist III	5523
Chemist IV	5524
City Forester I	7950
City Forester II	7951
City Forester III	7952
Comptr Appl Analyst I	1187
Comptr Appl Analyst II	1189
Coord Arts Program	0708
Criminalist I	9244
Criminalist II	9245
Data Base Analyst I	1104
Data Base Analyst II	1106
Data Base Analyst III	1108
Dir of Fuel Mangemnt	1582
Document Examiner I	9210
Document Examiner II	9211
Document Examiner III	9212
Env Cont Engineer I	2044
Env Cont Engineer II	2045
Env Cont Engineer III	2047
Elec Engineer I	5811
Filtration Eng I	5527
Fire Prevention Eng III	8877
Govt Grants Spec I	2923
Govt Grants Spec II	2924
Head Teacher	3995
Health Planner	1448
Landscape Architect II	5412
Landscape Architect III	5413
Landscape Arch IV	5414
Mangmnt System Spec	1127

Mechanical Engineer I	6051
Med Service Provider	3364
Pharmacist	3117
Physician Specialist	3360
Polygraph Examiner	9248
Prin Appl Designer	1174
Prin Data Storg Analyt	1137

B.U. 04 cont'd

Prin Health Planner	1450
Prin Syst Engineer	1172
Prin Syst Programmer	1136
Clinical Psychologist	3549
Public Health Social Wkr I	3580
Public Health Social Wkr II	3581
Public Health Social Wkr III	3582
Research Analyst - Hourly	2924
Sanitary Engineer I	5641
School Dentist	3201
Specification Engineer	1566
Speech Pathologist	3405
Sr Appl Designer	1170
Sr Data Storg Analyst	1186
Sr Health Planner	1449
Sr Spec Engineer	1565
Sr Systems Engineer	1167
Supr of Acctg	0120
Systems Accountant I	0142
Systems Accountant II	0143
Systems Auditor I	0158
Systems Auditor II	0160
Systems Engineer	1168
Systems Programmer	1151
System Programer DC	0611
System Prgrmr Trainee	1139
Toxologist	3158
Traffic Engineer I	6251
Water Chemist I	5531
Water Quality Tech IV	6114
Water Quality Tech V	6115
Water Research Spec	5535

DELETED JOB TITLES
BU 05

Description	TC
Librarian I - MRL	0504
Librarian II - MRL	0505
Librarian III - MRL	0520
Librarian V	0585
Library Aide	0534
Library Distr Supvs	0545
Library Guard	4219
Off Machine Reprmn I	6727
Off Machine Reprmn II	6728
Studio Engineer	5849
Tech Processes Aide	0543

If any of the job titles listed on the Deleted Job Title list are re-established in the future, they will continue to be represented by AFSCME and filled in accordance with current contact language.

Exhibit K

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, as revised as of the effective date of this Agreement. Reimbursement for any course commencing on or after this 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 hrs. a week) or part-time (more than 17-1/2 but less than 35 hrs. 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, or be an on-line course of study which otherwise meets the requirements of this policy.

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 Human Resources, 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 Human Resources.

G. All applications must be submitted to the Department of Human Resources within 30 days after the date classes begin.

H. In case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Human Resources 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 Human Resources. 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 Human Resources. 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 (l) copy of the Release of Financial Aide Information form (PER-5l).

3. Immediately send one (l) copy of the PER-50 form, without the departmental signatures, and the PER-51 form to the Department of Personnel, Staff & Organization Development, City Hall - Room 1101.

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 Human Resources, 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 1-4 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 Human Resources. 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 (l) copy of the PER-50 form without the departmental signatures to the Department of Human Resources.

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 B-2. The letter requested in this step must be APPROVED PRIOR to 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 Human Resources. The rates are as follows:

A. Undergraduate School

1. Grade"A": Full-time--100%;Part-time--50%
2. Grade "B" and "C": Full time--75%; 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. Non-Compliance

Failure to comply with this policy will result in the disapproval of the application and non-payment of reimbursement. The Department of Human Resources will, in all cases, exercise the final judgment as to whether or not reimbursement will be granted and, if so, the amount of reimbursement.

VII. Employee Resignation

In the event an employee commences an undergraduate or graduate degree program after the execution of this agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the employ of the City, all tuition costs (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer. If the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining the degree, the employee shall repay one-half (50%) of the tuition reimbursement to the Employer. If the employee does not complete the degree program and voluntarily resigns from the employ of the City, the employee shall repay 100% of the tuition reimbursement received for any course completed within two (2) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The Department of Human Resources will administer the Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

SIDE LETTER 1

May 20, 2013

Mr. Michael Newman
Associate Director
AFSCME, Council 31
205 North Michigan Avenue, Suite 2100
Chicago, IL 60601

Dear Mr. Newman:

This letter is written to clarify the parties' negotiation intent.

1. In connection with our discussion of the interpretation of Section 21.2(f), the Union expressed concern that under said 21.2(f) an employee would be subject to discipline for insubordinately refusing to follow a supervisor's order even in a case where the supervisor had improperly ordered an employee to do something and the supervisor's order repeatedly in the past had been found to be improper. The City agreed that such an employee would not be subject to discipline in such a case.

2. In connection with Section 12.4, in the event that there should be a substantial layoff and employees are on a recall list for six (6) months or more and it appears possible that their layoff may extend beyond the period of their recall rights, the parties, upon request of the Union, shall enter into good faith negotiations to extend the limits on the right of recall.

3. The parties agree that "spouse" within Section 11.1 means common law "spouse" or the equivalent of two non-married adults who live together.

4. It is intended that the holiday pay provisions in Section 6.4 will apply to any holidays which are granted by the Employer to unit employees, in addition to those listed in Section 6.1.

5. In Section 12.9 it is understood that although the Employer, subject to any limitations of this Agreement, may terminate an employee's assignment to a higher related job at any time within the Employer's discretion, the Employer will not unilaterally remove an employee from his/her assignment for the purpose of avoiding the retroactivity provisions for longevity pay.

6. An employee transferring to a position in his/her classification or to a position in an equal-rated pay grade shall be paid at his/ her same rate of pay.

7. Employees who are subject to layoff or laid off when 80 percent or more of all the bargaining unit positions are to be eliminated shall have their rights under Section 12.5 extended to all other City Departments.

8. The parties agree that the current practice with regard to coffee breaks, with respect to the grant and duration of such breaks by each department, shall continue during the term of the Agreement.

9. The parties agree that Section 10.5 means that 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.

10. In Section 16.6, "etc." refers to outside sales persons who are excluded from the Fair Labor Standards Act, and any job classifications which may be excluded from the Act in the future.

Sincerely,

/s/ **Joseph P. Martinico**
Chief Labor Negotiator
City of Chicago

SIDE LETTER 2

June 28, 1996

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, IL 60606

Re: **1995-96 Contract Negotiations**

Dear Mr. Newman:

This letter is written to summarize the reclassification agreements reached during our recent collective bargaining negotiations.

The City of Chicago has conducted a thorough analysis and evaluation of the functions of the job titles listed below. Through this analysis, a determination has been made that certain titles should be reclassified per the attached memorandum. The effective dates for these reclassifications are also listed therein.

Finally, the two-step pay plan established for the classifications of Library Page (CPL) (539), Senior Aide (2962), Library Aide (0534), Clerk Trainee (0402) and Library Page (539), shall continue in effect as modified in our recent negotiations.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/adm

356161.1

ATTACHMENT 1 TO SIDE LETTER 2

REGRADED JOBS

A. Effective January 1, 2001:

	Code	Title	Regrade
1.	0189	Accounting Technician I	09 - 10
2.	0205	Cashier	08 - 09
3.	0301	Administrative Assistant I	08 - 09
4.	0421	Revenue Account Specialist II	10 - 11
5.	0422	Intake Aide	09 - 10
6.	0423	Revenue Account Specialist I	09 - 10
7.	0805	Secretary	09 - 10
8.	0836	Senior Typist	07 - 08
9.	0903	Audio-Vision Tester	07 - 08
10.	1939	Rehabilitation Construction Specialist	14 - 15
11.	2077	Senior Environmental Inspector	12 - 13
12.	2078	Environmental Inspector	10 - 12
13.	2381	Sanitarian II	12 - 13
14.	2382	Sanitarian I	11 - 12
15.	3084	Human Relations Investigator I	12 - G5
16.	3085	Human Relations Investigator II	13 - G6
17.	3086	Human Relations Investigator III	14 - G7
18.	3213	Dental Assistant	08 - 09
19.	3409	Nutrition Technician	08 - 09
20.	3499	Pavilion Maintenance Aide	08 - 09
21.	4239	Supervising Property Custodian	10 - 11
22.	5733	Computer Graphics Technician I	07 - 08
23.	6122	Safety Specialist III	12 - 13
24.	9197	Warrant and Extradition Aide	11 - 12
25.		Reprographics Tech I (consolidation)	06 - 08

SIDE LETTER 3

July 28, 1988 (Amended June 13, 2007)
Mr. Henry Bayer
AFSCME
29 North Wacker Drive - 800
Chicago, IL 60606

Dear Henry:

This letter is written to clarify the parties' negotiation intent.

1. It is the understanding of the parties that in the case of discipline based upon the results of a sustained OMI investigation, the employee so disciplined shall be entitled to receive a copy of that part of the OMI report, pertaining to the employee, upon which the discipline is based.

2. The Employer shall re-examine its policy regarding docking of employees for tardiness and shall announce a consistent policy within 30 days of the date of ratification of the agreement by the City Council Prior to implementation, the Employer will discuss the policy with the Union committee.

3. The Employer shall send letters to Department Heads informing them of the identity of the six Local Presidents and six Local Chief Stewards, and their authorized activity, under the contract.

4. A committee from the City and AFSCME shall meet at a time and a place mutually acceptable within a reasonable time of ratification of this Agreement in order to discuss the form used to complete performance evaluations of employees. At such a meeting, the parties may also discuss possible improvements in such performance evaluation form. Based upon these meetings, the committee may make recommendations to the Commissioner of Personnel.

5. The current policy with respect to marriage leave for Police Department employees shall continue for the life of this agreement.

6. Isom Settlement (01-86-009-003): The two annual days described in paragraph 5 of the grievance settlement executed 10/9/ 87 shall be continued for the life of the Collective Bargaining Agreement.

7. It is agreed that the attached letter (Attachment l) together with Article 25 comprises the parties entire Agreement with regard to Dues Check-Off and Fair Share.

8. The parties agree that employees formerly employed in a title in the AFSCME bargaining unit who were placed in a title in the Field Service Specialist Series on January 1,1988 shall continue to be represented by AFSCME so long as they remain in a title in the Field

Service Specialist Series. All other employees currently or subsequently placed in the field Service Specialist Series shall not be represented by AFSCME.

9. The parties agree that employees employed as Assignment Clerks prior to January 1, 1988, who, as of January 1, 1988 were reallocated to titles below pay grade 9 shall continue to receive all general wage increases, and longevity increases, if applicable, that are granted to other bargaining unit employees.

10. The Employer recognizes its obligation to assign bargaining unit work to bargaining unit employees consistent with Article 1.2 of its collective bargaining Agreement with the Union.

When a new or merged job titles is established pursuant to Article 13.1 of the collective bargaining Agreement which affects the classification status of incumbent employees represented by the Union, and the Employer determines not to retain the affected employees in the bargaining unit, the Employer shall so notify the Union.

If the Union believes the action violates Article 1.2 of the Agreement, it shall so notify the Employer and the parties shall within fourteen days of such notice select an arbitrator from their panel to arbitrate the dispute within thirty days of his/her selection.

If the Union petitions the Labor Board for inclusion of the title in its bargaining unit, the Employer and the Union shall act cooperatively to get a Labor Board decision as expeditiously as possible.

Employees whose positions are removed from the bargaining unit as a result of the foregoing shall have a right to a vacancy in an equal or lower-rated position for a period of one (l) year from the time of such removal provided they have the then present ability to perform the work without further training.

11. It is agreed that the Employer's work week as defined in Article 16.1--("The work week shall begin at 12 AM Sunday and end at 11:59 PM the following Saturday") is intended to apply to all of Article 16

.

12. Library Pages shall be allowed to bid on job postings in accordance with the attached Memorandum of Agreement. (See Attachment 2)

13. The intent of the parties' negotiations was to permit employees the option of selecting Compensatory time in lieu of cash for premium pay as well as for overtime and holidays.

Sincerely,

/s/ Joan Cole
Director of Labor Relations

356161.1

ATTACHMENT 1 TO SIDE LETTER 3

Re: Article 25 of the Collective bargaining Agreement Between City of Chicago and AFSCME

Dear Henry:

This letter is to confirm our agreement that AFSCME Council 31 ("Union") will provide an itemized fair share notice ("Notice") which sets forth its major expenditures which qualify for fair share purposes, as well as a statement that the information on the Union's expenditures was obtained from its most recent annual audited financial statement. The Union will also provide, as part of the Notice, a description of the procedure available to non-member employees for the appeal and resolution of challenges to its fair share fee by an impartial decision-maker and a statement that disputed portions of fair share objectors' fair share fees will be placed in an escrow account while the objections are pending. Prior to distribution of the Notice to non-members, the Union shall submit the Notice to the individual or official designated by the Employer for that purpose. The initial Union Notice shall satisfy the above-mentioned requirements.

Pursuant to Section 25.1 of the Contract, the Employer will provide the Union with complete names and addresses, on a monthly basis, of all persons hired into the Union's bargaining unit. The Union shall notify in writing each non-member employee in its bargaining unit of his or her fair share obligation and shall be responsible for distribution of all fair share notices to non-members, including new hires, upon receipt of the names and addresses of these employees from the Employer. The Union will certify to the Employer that distribution of the Notice has been completed. The Employer shall not be responsible for the fair share processes, except as provided herein. The Employer shall not be a party to, but shall be bound by, any decision obtained through the Union's impartial fair share dispute resolution procedure. The Employer shall not be responsible under any circumstances to guarantee the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures.

The Employer shall not be obligated to remit a fair share deduction to the Union until it has distributed a fair share notice and dispute resolution procedure consistent with the terms of this letter and of Section 25.2 of the contract. In the event of a dispute as to compliance, the Employer and the Union shall place deductions in an interest bearing account and proceed to an expedited arbitration on the issue(s) raised by the Employer.

In connection with the indemnification provision of Section 25.1 of the contract, it is further agreed that in the event of a claim, suit or demand brought against the Employer arising out of any action taken for the purpose of complying with the provisions of Article 25 of the contract, or in reliance upon any list, notice, certification or assignment furnished thereunder, the Employer shall have the option of representing itself through the office of the Corporation Counsel or through the appointment of a Special Assistant Corporation Counsel. In either event, the Employer shall be solely responsible for the payment of the attorney's fees so generated in representing itself. If, however, the Employer does not exercise either of the above options, the Union shall be solely responsible for the payment of attorney's fees incurred in the defense of the

Employer, provided that the Union shall, after consulting with the Employer, select the attorney(s) to represent the Employer.

Very truly yours,

City of Chicago

/s/ Joan Cole
Director of Labor Relations
City of Chicago

Agreed to on behalf of
American Federation of State,
County, and Municipal Employees,
Council 31

/s/ Henry Bayer
Associate Director
AFSCME Council 31

356161.1

ATTACHMENT 2 TO SIDE LETTER 3

Pursuant to the agreement between the employer and the Union dated 10/9/87, the parties agree to the following procedure for the purpose of informing Library Pages of all City of Chicago job vacancies.

1. All incumbent Library Pages shall be provided with a letter informing them of their right to full time employment with the City, and a list of sites where all City-Wide job vacancies shall be posted on a timely basis. The content of the letter shall be approved by the Union.

2. All City-Wide postings shall be posted on a timely basis in the following work locations.

Sulzer Library
4455 North Lincoln
Chicago, Illinois 60625

Woodson Library
9525 S. Halsted
Chicago, Illinois 60628

Cultural Center
78 E. Washington Street
Chicago, Illinois 60602

Central Library
425 N. Michigan Avenue
Chicago, Illinois 60611

In addition, the City of Chicago shall send to the Union on a timely basis a copy of all such job postings.

3. The Department of Personnel shall inform each City Department of the job rights of Library Pages and shall provide the Union with a copy of said letter.

4. Newly-hired Library Pages shall also be informed of their rights to full-time City employment in Writing as in #l above.

This Agreement shall be in effect from the date of this Agreement for the duration of the Collective Bargaining Agreement currently under negotiations.

Except as may be modified by this Agreement, the Collective Bargaining Agreement shall remain in full force and effect.

Any disputes arising over the interpretation or application of this Agreement shall be resolved through the contractual grievance procedure.

AGREED	AGREED
/s/ Rose Daylie Associate Director AFSCME Council 31	/s/ Joan Cole Director of Labor Relations City of Chicago

SIDE LETTER 4

April 12, 1988

Mr. Bruno Caruso
Laborer's Union Local 1092
205 West Wacker
Chicago, Illinois 60606

Dear Bruno:

Pursuant to our phone conversation today, I am writing this letter to confirm what I understand to be our agreement:

1. The Field Service Specialist job titles shall be placed in the Laborer's bargaining unit; however, those employees formerly employed in an AFSCME bargaining unit shall retain their membership in AFSCME and shall continue to be covered by the AFSCME contract.

2. As former AFSCME employees are displaced, new employees shall be represented by the Laborer's Union.

3. The Laborer's shall retain the title of Field Payroll Auditor; however, employees classified as Field Payroll Auditors in the Department of Health shall be reclassified as Head Clerks and shall be represented by AFSCME and be covered by the AFSCME Contract.

If this represents your understanding of our agreement, please sign below so we can present this to the City to begin the necessary paperwork.

If you have any questions, please call me.

Fraternally,

/s/ Henry Bayer	Agreed: /s/ Bruno Caruso
Associate Director	Secretary-Treasurer
AFSCME Council 31	Date: 4-19-88

SIDE LETTER 5

September 15, 1988

Mr. Henry Bayer
Associate Director
AFSCME Council 31
29 North Wacker Drive - 800
Chicago, IL 60606

Dear Mr. Bayer:

This is to inform you that the new Medical Benefits Plan Document will provide that unmarried children under 25 years of age of employees hired prior to July 31,1984 will be covered by the Plan.

It is understood that this resolves any and all issues relative to coverage for dependents over the age of 19, both now and in the future.

Sincerely,

/s/ Joan Cole
Director of Labor Relations

SIDE LETTER 6

LETTER OF UNDERSTANDING

TO: Joan Cole

A bargaining unit employee who accepts a position in another city department shall not be required to resign his/her former position as a condition of employment in the new department, and such a resignation shall be a nullity.

Henry Bayer

ACCEPTED: ______Joan Cole

DATE: __________May 19,1992

SIDE LETTER 7

Mr. Henry Bayer
Chairman
AFSCME Council 31
29 N. Wacker - 800
Chicago, Illinois 60606

RE: 1991-92 Negotiations

Dear Mr. Bayer:

It was agreed during the 1991-92 contract negotiations between the City of Chicago and AFSCME that the following listed positions shall be exempt from the provisions of Section 12.5,12.7 and 12.8:

Shift Supervisor, Telecommunications,
Mayor's Office of Information and Inquiry

Coordinator of Public Utilities, Dept of Sewers

Very truly yours,

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

SIDE LETTER 8

Mr. Henry Bayer
Chairman
AFSCME, Council 31
29 N. Wacker- 800
Chicago, Illinois 60606

RE: 1991-92 Contract Negotiations

Dear Mr. Bayer:

This letter is to confirm our agreement in the 1991-92 contract negotiations pertaining to the City's Drug and Alcohol testing proposal.

It was agreed and understood that the proposal is not intended to apply to or supersede the currently applicable drug and alcohol testing policy applied to Police Department Employees. Further, it was agreed that following the issuance of the State Labor Board ruling as to the drug and alcohol testing issue involving evidence and recovered property and crime lab employees, the parties will reopen the Agreement to negotiate the drug and alcohol testing plan applicable to these categories of employees

Very truly yours,

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

356161.1

SIDE LETTER 9

CHICAGO POLICE DEPARTMENT AND AFSCME MEMORANDUM OF AGREEMENT

Pursuant to Article XX (b), the parties agree to the following:

1) The provisions of Article 20 and Article 21 will exclusively govern discipline and pre-discipline procedures

2) In the event of discipline pursuant to a complaint register investigation, the pre-disciplinary procedures provided for in Article 20 (b) may be performed by the employees immediate supervisor, a senior supervisor, the investigator who participated in the investigation, or the investigator's supervisor.

3) In the event of discipline pursuant to summary punishment, the pre-disciplinary procedures provided for in Article 20 (b) will be performed by the supervisor administered the summary punishment.

4) The Police Department's procedures of; a) the complaint review panel hearing for both complaint register investigations and summary punishment b) the summary punishment action/penalty appeal hearing; and c) the police board review of suspension for six (6) to ten (10) days, will not be applicable.

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SIDE LETTER 10

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 N. Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

RE: 1991-92 Contract Negotiations

Dear Mr. Newman:

This is to confirm our understanding reached during the 1991-92 City of Chicago - AFSCME negotiations as to the City 's proposal to change Section 7.3 of the Agreement.

In response to your questions, it was agreed by the City that if an employee was off on duty disability for six months in the same calendar year, he/she will continue to accrue vacation time during that absence, and he/she will be able to take that time during the following calendar year as per the vacation provisions of the Agreement.

Very truly yours

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

356161 1

SIDE LETTER 11

June 6, 1996

Mr. Michael Newman
Associate Director
AFSCME Council 13
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: Job Audits

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1995-1996 contract negotiations between the City of Chicago and AFSCME Council 31 regarding audits of existing jobs.

It was agreed, notwithstanding the provisions of Section 12.9 of the Agreement, that the City and the Union may mutually agree to forego posting a job which has been audited and where the incumbent has been found to be acting in a higher-rated job, and to implement the results of the job audit as to the incumbent employee.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By
Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/mrs

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SIDE LETTER 12

June 6, 1996

Mr. Michael Newman
Associate Director
AFSCME Council 13
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: AFSCME Negotiations

Dear Mr. Newman:

This letter will set forth the parties' agreement reached in the 1995-96 City of Chicago - AFSCME negotiations with respect to the issue of alternate medical coverage in the case of employees who fail to comply with the City's medical plan enrollment requirements.

1. The City will offer alternate coverage for individuals who (a) are otherwise eligible under the Plan; (b) have been denied coverage under the Plan because they failed to comply with the Plan's enrollment requirements; (c) first became eligible for coverage subsequent to the close of the last most recent open enrollment period; and (d) agrees to pay the required premium.

2. In addition to the foregoing, persons who are entitled to coverage as the spouse of an eligible employee shall not be eligible for alternate coverage if the spouse is currently covered by other medical insurance coverage. Also, the employee must not be covering another person as spouse at the time the application for coverage is made by the employee.

3. When an employee who has applied for coverage for an otherwise eligible dependent is denied coverage because of failure to meet enrollment deadlines, the employee shall be notified of the availability of the Alternative Coverage. The employee shall have thirty days to respond to the offer of alternative coverage. The employee shall elect one of the following:

(a) Retrospective coverage. Coverages shall be effective as of the date the dependent would have been eligible for coverage had the employee completed the enrollment on a timely basis. If the employee elects retrospective coverage, the employee must pay the required premium from the date of eligibility forward until the next occurring December 31. Premium shall be due for the period of retrospective coverage upon submission of the application. Premiums shall be due thereafter on the first day of the month for which the premium is applicable.

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(b) Prospective coverage only. Coverage shall be effective as of the first day of the month occurring after the application for coverage and the first premium payment is submitted by the employee. Premiums shall be due thereafter on the first day of the month for which the premium is applicable.

(c) In the event the employee fails to apply for Alternative Coverage within the time specified, the employee may next apply for coverage for the dependent during the open enrollment period. No further offer of Alternative Coverage shall be made to the employee with respect to the applicable dependent.

4. The Alternative Coverage shall be provided on the same basis as the coverage of the plan selected by the employee. Coverage shall be made available under the Alternative Plan as of the Effective Date of the Alternative Coverage without regard to pre-existing conditions. The dependent covered under the Alternative Coverage will be included in the membership unit of the employee. Further, covered expenses will be included in any calculation of deductible or out-of-pocket expenses, annual and lifetime benefit maximums in accordance with the applicable plan..

5. The cost of the Alternative Coverage as of the effective date of this amendment shall be $130 per covered person per month. However, no employee shall be required to pay more then $390 per month effective with the effective date of this amendment.
The premium for the Alternative Coverage shall be adjusted on each January 1 occurring thereafter by the amount of the change in the Medical Care Component of the Consumer Price Index for Urban wage Earners for the most recently reported 12 months.

6. Premiums for the Alternative Coverage shall be made in the form of a check or money order. Cash cannot be accepted, nor can a deduction be made from the paycheck of an employee. In the event an employee submits a check which is returned from the bank because of non-sufficient funds (NSF), the Alternative Coverage shall be terminated as of the last day for which premium payments have been reccived.

I trust this letter accurately reflects our agreement. If so, please initial a copy of this letter and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/mss

ACCEPTED AND AGREED ON BEHALF OF
AFSCME COUNCIL 31

By: ______________________________

Dated: ___________________________

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SIDE LETTER 13
HEALTH AND DENTAL CARE BENEFITS

The City will make the following changes in the current City Health and Dental Care Plans (the "Plan") effective January 1, 2006 or unless otherwise provided herein. Unless changed by this Agreement, all other aspects of the current Plans shall remain in effect.

1. **Health Plan Alternatives.**

The Plan shall consist of three separate alternative coverages – a PPO plan ("PPO"); a PPO Plan with a Health Reimbursement Account ("PPO/HRA"); and not fewer than two Health Maintenance Organizations ("HMO").

2. **Plan Design.**

(a) **Network Plans:**

(i) The deductibles, co-insurance and out-of-pocket maximums for the PPO Plan and the PPO/HRA Plan are set forth in Exhibit 1 hereto. For the PPO and PPO/HRA Plans, all covered services are subject to the annual deductible unless otherwise indicated. HMO benefits in Exhibit 1 are not subject to co-pays unless the co-pay is specified. If the Employer decides that the PPO/HRA alternative lacks sufficient employee enrollment or is cost prohibitive, it may discontinue that alternative provided the Employer provides reasonable prior notice to the Union and an opportunity for those enrolled in the PPO/HRA to enroll in another plan. For this purpose, "reasonable notice" shall be defined as notification in writing of the employer's intent to discontinue the plan at least ninety (90) days prior to the proposed discontinuation where circumstances are within the City's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances. In addition, in the event that a new health care plan becomes available to the City during a Plan year, the Employer shall have the right to include that new plan in the Plan alternatives upon reasonable notice to and discussion with the Union.

(ii) The PPO/HRA Plan shall have an HRA account for each employee (to be administered by the relevant claim administrator or other third party administrator which the Employer shall determine, with prior notice to the Union), which account shall be credited with $500.00 per individual, and $1,000.00 per family per Plan year. Such amounts must be used for "qualified medical expenses"(as defined by the Employer), and can be carried over into the next Plan year if not used in the preceding Plan year.

(iii) The PPO and PPO/HRA Plan will provide a "wellness" feature for members with a maximum annual benefit of $600.00 per individual, which is not subject to the Plan deductible or co-insurance.

(iv) Add an emergency room deductible of $100.00 to the PPO and PPO/HRA Plan which amount shall be waived in the event the individual is admitted to the hospital. The Employer will interpret this provision consistently between its various bargaining units.

(v) Add a disease management feature for active employees. The Employer will obtain input from the Union through the Labor Management Health Care Committee concerning the structure and implementation of this feature.

(vi) Expand the Employer's 125 Plan effective January 1, 2006, to provide for a voluntary "flexible spending account" feature to allow for the contribution by participants of up to $5,000 per Plan year to fund certain medical expenses (such as dental, vision, deductibles, co-payments, drug co-payments, and over-the-counter drugs) on a pre-tax basis, subject to the normal IRS rules regarding such plans.

(b) **HMO Plan:**

(i) The HMO Plan shall have the minimum features set forth in Exhibit 1 hereto.

3. **Health Care Contributions**

(a) The schedule for employee contributions to the Plan, as set forth in the 1999-2003 collective bargaining agreement, shall remain in effect until June 30, 2006.

(b) A new employee contribution schedule, which shall become effective July 1, 2006, is set forth in the text of Article 10 of this Agreement.

4. **Prescription Drug Coverage**

(a) **Retail Drug Plan:**

For the PPO Plan, PPO/HRA Plan, and HMO Plan, the following co-pays shall apply –

(i) generic tier 1 – effective through life of the Agreement – $10.00.

(ii) brand formulary tier 2 (brand with no generic substitute) – effective July 1, 2006, $30.00.

(iii) brand with generic substitute – $10.00 generic co-pay plus the difference in cost between brand and generic drug.

(iv) brand non-formulary tier 3 – effective July 1, 2006, $45.00.

(b) **Mail Order Plan:**

The PPO Plan, the PPO/HRA Plan, and HMO Plan shall have a mail order feature. The co-pays for the mail order plan for a 90 day supply are as follows --

(i) generic tier 1 – effective through life of the Agreement – $20.00.

(ii) brand formulary tier 2 (brand with no generic substitute) – effective July 1, 2006, $60.00.

(iii) brand with generic substitute – $20.00 generic co-payment plus difference in cost between brand and generic drug.

(iv) brand non-formulary tier 3 – not available in mail order.

5. **Dental and Vision Plans**

(a) **Preventative Dental Plan:**

The Employer shall maintain the current PPO and HMO dental plan with changes to co-pays and deductibles according to the schedule attached as Exhibit 2 hereto.

(b) **Vision Care Plan:**

The current vision plan will be deleted effective January 1, 2006. Vision benefits are to be included in the PPO and PPO/HRA Plans, and under the HMO's pursuant to the coverages available in those plans. The City will work with the Union through the Labor Management Health Care Committee to develop a discount vision plan for employees.

OTHER PPO and PPO/HRA PLAN PROVISIONS

1. PPO and PPO/HRA Hospital Network Changes

No change, modification or alteration in the composition of the hospital network in effect at the time this agreement is executed shall be made except in strict compliance with the following:

A. The participating labor organizations shall be notified in writing of the intent to change at least sixty (60) days prior to the proposed change where circumstances are within the

City's control. In other cases, the City will provide the maximum notice as is practicable under the circumstances.

B. The notice referred to shall provide sufficient information to explain the contemplated action and shall include, at a minimum, but not limited to:

1. The affected institutions
2. The precise reason(s) the action is being contemplated.
3. The number of covered participants (employee and/or dependents) receiving in-patient service from such affected facility at the time the notice is given.
4. The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility during the preceding four (4) calendar quarters.

C. Upon request, the City shall meet to discuss the proposed change, shall provide all additional relevant information which is reasonably available, and shall be responsible for such notices to participants as may be reasonably demanded by the participating Labor organizations.

The City represents that any change, modification or alteration as a matter of policy shall not be made or permitted for arbitrary or discriminatory reasons and shall not result in the unavailability of health care services in a specific geographic area.

2. In-Network/Out-of-Network Care

In-network co-insurance benefits shall be paid to eligible participants for the following out-of-network care or services:

1. Emergencies defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.

2. Care ordered by a physician which, after review by the UR vendor is:

a. medically necessary; and

b. only available at a non-network hospital, or the proposed treatment is performed so infrequently in-network that direction to a non-network hospital is medically appropriate; or

c. available at a network hospital to which the patient cannot be safely transported (only until such time as the patient can be safely transported to the network facility, arrangements for which should be initiated once care has begun), provided the cost of the transfer shall be paid by the plan; or

d. care rendered beyond a fifty (50) mile radius (from any network hospital) where participant is domiciled or stationed.

3. Transition Language: In network co-insurance levels will remain in effect under the following conditions (this policy does not apply to prescription drugs):

If an employee/dependent is hospitalized, benefit levels shall remain intact until the day after the employee is discharged from the hospital. If the employee/dependent is transferred to a non-network facility, benefits will be subject to the In-Network/Out-of-Network language above. The in-network level of benefits shall be continued at a non-network facility in the event that clinical considerations, as approved by the utilization review vendor, warrant continuity of care.

4. OUTPATIENT SPEECH AND OCCUPATIONAL THERAPY

Out-patient speech and occupational therapy is covered to the extent that it restores function previously present in an individual who had fully developed skills that were lost due to injury or illness. Therapy to acquire function, or to maintain a level of functioning for a covered person who has not previously reached the level of intellectual, speech, motion or physical development normally expected for the covered person's age would not be covered. Sessions in excess of ten (10) in any calendar year would require approval by the utilization review vendor.

5. **PPO Hospital Selection.** Network hospitals are limited to the hospitals that are part of the PPO provider network selected by the City. Out-of-network benefits are payable at any other hospital.

6. **Inpatient Mental Health/Chemical Dependence (MH/CD)**: Courses of treatment for inpatient chemical dependency shall include the continuum or care used to treat a particular diagnosis. A new course of treatment will be considered when there is a thirty (30) day or longer period of time with no treatment or clinical supervision provided.

All chemical dependency and mental health treatment is subject to review by the utilization review program. Additionally, to be considered under the chemical dependency/mental health benefit structure, a claim for benefits must include a primary DSM-III-R (Diagnostic and Statistical Manual of Mental Disorders - Third Edition - Revised) diagnosis (or diagnosis under a subsequent revision).

7. **Alternatives to Inpatient MH/CD treatment**: The plan shall cover residential treatment, partial hospitalization, structured outpatient, and follow-up treatment to inpatient treatment when certified by utilization review. Coverage shall be 90% in-network, after the deductible and 60% out-of-network, after the deductible. Benefits shall be paid only with pre-certification.

8. **Prescription Drug Plan**: Coverage outside the Prescription PPO network will continue under the current policy:

In Area: 60% coverage subject to brand/generic differential

Out-of-Area: 90% coverage subject to brand/generic differential

There are several brand name drugs for which the generic equivalents have not proven to be effective clinical substitutions based upon industry wide and generally accepted clinical literature and/or medical research. Such brand name drugs shall be treated as generic drugs under the City's prescription plan.

This list shall be subject to continual review and change in the proposed Labor/Management Committee.

In the event there arises a dispute concerning whether a specific brand name drug should be treated as generic under this policy, an aggrieved employee will be allowed to raise this issue in the Plan's appeal process.

9. **Coordination of Benefits**: The plan coordination of benefits provisions shall remain unchanged at 100% coordination of benefits.

10. **Chiropractic Services:** Chiropractic services in the PPO and PPO/HRA Plans are limited to 15 visits with no more than three modalities per visit. The Plan shall provide a voluntary health risk assessment for soft tissue injuries.

11. **Employee Contributions**: Employee contributions are to be made on a pre-tax basis. The required contributions are spelled out in the Collective Bargaining Agreement. Employees may decline coverage for themselves or their dependents if they so choose during the initial benefit choice period, and may re-enroll during the annual benefit choice period.

12. **Administration**: The City will have a single plan administrator, with carve-outs as appropriate.

13. **Labor/Management Committee on Health Care**: The City of Chicago and the participating labor organizations hereby establish the "Labor Management Committee on Health Care." The Committee shall consist of four (4) representatives selected by the participating labor organizations and four (4) representatives selected by the City, plus the City Comptroller or his/her designee, who shall serve as Committee Chair.* The Committee shall meet not less than once each calendar quarter.

The purpose of the Committee shall be to monitor the performance of the City's health care plan and to discuss ways to improve plan operation and administration on an on-going basis, including such items as:

- the prescription drug plan, provider network and the mail order program,
- carve-outs for administrative efficiency and benefit efficacy,
- revisions to the list of providers participating in the hospital PPO.

This committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any Collective Bargaining Agreement nor does it in any way diminish the responsibilities, rights, and prerogatives of the City regarding the administration of the plan.

*The size and composition of the committee may be increased upon agreement of the parties.

Other HMO Provisions

1. Employee contributions for HMO coverage are to be made on a pre-tax basis. The required contributions are spelled out in the Collective Bargaining Agreement. Employees may decline coverage for themselves or their dependents if they so choose during the initial benefit choice period and may re-enroll during the annual benefit choice period.

2. Health Maintenance Organization medical coverage shall be offered to employees as an alternative to the PPO medical plan. The employer agrees to offer at least two Health Maintenance Organizations offering the same package of covered services during the term of the contract. The HMO's selected by the employer shall provide reasonable geographic access within the boundaries of the City of Chicago.

3. During the term of the contract, the medical services listed below shall be included as covered so long as such services provide diagnosis or treatment of an illness or injury in accordance with generally accepted medical practice and are not experimental or investigational as defined by the HMO:

*Semi-private in-patient hospital accommodations in an HMO affiliated hospital, such services to be provided without deductible, subject to the days limits in the certificate of coverage;

*Out-patient hospital services in an HMO affiliated hospital, including emergency room care;

Out-patient physician services provided by an HMO affiliated physician;

*Prescription drug services, such services to be provided in accordance with the dispensing protocols of the HMO and after the covered person has paid the required co-payment. Injectable drugs shall be made available on the same co-payment basis as other drugs; and, *Mental Health Treatment services, such services to be provided up to 30 out-patient visits per covered person and no less than 30 days of in-patient care per year. Nothing herein shall prevent the HMO from "trading" in-patient services to increase the amount of out-patient services available to the covered person.

Additional services currently offered by the majority of HMO's offered by the City as of January 1, 1996 will be continued. However, the terms of these additional services will be standardized so that any HMO offered to employees offers the same package of benefits.

All services are subject to medical necessity review and other procedural reviews as required by the HMO. Nothing herein shall require the HMO to offer services in excess of those required by applicable federal, state and local law, ordinance or regulation.

Benefit Choice Period

Employees may switch health care providers for themselves (and their eligible dependents) during the annual benefit choice period. Change in level of coverage (single, couple, family) outside of the annual enrollment period must comply with the requirements of the Internal Revenue Code and pursuant to the City Pre-Tax Contribution Plan.

Effective January 1, 2006, all newly hired employees shall be required to participate in the PPO Plan for the first 18 months of their employment. These employees shall be eligible to participate in the first enrollment period following the 18 month anniversary of their dates of hire.

<u>Insurance Continuation in the Event of Layoff</u>

Insurance continuation in the event of layoff shall be provided for the end of the month of layoff plus the next four (4) succeeding months. Laid off employees are required to pay their normal share of medical contribution. Insurance continuation under this provision is applicable to the COBRA period.

QUALIFIED TRANSPORTATION BENEFIT

The City shall provide a mass transit benefit on a pre-tax payroll deduction basis in accordance with the Transportation Equity Act. The maximum monthly pre-tax voluntary deduction/benefit shall be the maximum allowed by federal law

SUBROGATION POLICY

In the event the Plan provides benefits for injury, illness, medical care or other loss (the "Injury") to any person, the Plan is subrogated to all present and future rights of recovery that person, his parents, heirs, guardians, executors, or other representatives (individually and collectively called the "Participant") may have arising out of the Injury. The Plan's subrogation rights include, without limitation, all rights of recovery a Participant has: l) against any person, insurance company or other entity that is in any way responsible for providing or does provide damages, compensation, indemnification or benefits for the Injury; 2) under any law or policy of insurance or accident benefit plan providing No Fault, Personal Injury Protection or financial responsibility insurance; 3) under uninsured or underinsured motorist insurance; 4) under motor vehicle medical reimbursement insurance; and, 5) under specific risk or group accident and health coverage or insurance, including, without limitation, premises or homeowners medical reimbursement, athletic team, school or workers compensation coverages or insurance.

Upon notice of an Injury claim, the Plan may assert a subrogation lien to the extent it has provided, or may be required to provide, Injury-related benefits. Notice of either the Plan's right of subrogation or the Plan's subrogation lien is sufficient to establish the Plan's rights of subrogation and entitlement to reimbursement from insurers, third parties, or other persons or entities against whom a Participant may have an Injury-related right of recovery. The Plan shall not be required to intervene in any litigation in order to enforce its subrogation rights. The Plan is authorized, but is not required, to institute legal action in its name and/or in the name of the Participant in order to enforce the Plan's subrogation rights.

The Participant and anyone acting on his behalf shall promptly provide the Plan or its authorized agents with information it deems appropriate to protect its right of subrogation and shall do nothing to prejudice that right and shall cooperate fully with the Plan in the enforcement of its subrogation rights. The amount of the Plan's subrogation claim shall be deducted first from any recovery by or on behalf of the Participant. Neither a Participant nor his attorney or other representative is authorized to accept subrogation or other Injury-related reimbursement payments on behalf of the Plan, to negotiate or compromise the Plan's subrogation claim, or to release any right of recovery prior to the payment of the Plan's subrogation claim.

The Participant and all other parties to a recovery are required to contact the Plan to determine, and arrange to pay the Plan's subrogation claim at or prior to the time an Injury-related payment or settlement is made to or for the benefit of the Participant. If the Participant obtains a payment or settlement from a party without the Plan's knowledge and agreement, the Plan shall be entitled to immediate reimbursement of its total subrogation claim from the Participant or any party providing any Injury-related payment. In the alternative, the Plan, in its sole discretion, may deny payment of benefits to or on behalf of the Participant or any otherwise eligible member of the Participant's family for any otherwise covered claim until the amount of the unpaid coverage is equal to and offset by the unrecovered amount of the Plan's subrogation claim.

The Plan Administrator or its authorized agents are vested with full and final discretionary authority to construe subrogation and other Plan terms and to reduce or compromise the amount of the Plan's recoverable interest where, in the sole discretion of the Plan Administrator or its authorized agents, circumstances warrant such action. The Plan shall not be responsible for any litigation related expenses or attorney fees incurred by or on behalf of a Participant in connection with an Injury claim unless the Plan shall have specifically agreed in writing to pay such expenses or fees.

The payment of benefits to or on behalf of the Participant is contingent on both the Participant's full compliance with the Plan's provisions, including the subrogation provision, and, when the Plan deems appropriate, the Participant's signing of a reimbursement agreement. However, the Participant's failure to sign this reimbursement agreement will not affect the Plan's subrogation rights or its right to assert a lien against any source of possible recovery and to collect the amount of its subrogation claim.

EXHIBIT 1 TO SIDE LETTER 13

BENEFIT	PPO	PPO w/HRA	HMO
HRA (SINGLE/FAMILY)	N/A	$500/$1000	N/A
CO-INSURANCE (IN/OUT OF NETWORK)	90%/60%	90%/60%	N/A

HEALTH INSURANCE (SECTION 25.2)	Highlights of Health Insurance Plan, Continued		
BENEFIT	PPO	PPO w/HRA	HMO
In-Network Deductible	$300/person (eff. 1/1/06) $350/person (eff. 1/1/07) max of 3 per family	$1,000 person $2,000 family	N/A
Out-of-Network Deductible	$1500/person (eff. 1/1/06) $3000/family	$3500 per person max of 3 per family	Status Quo
In-Network OPX	$1500 per person $3000 per family (includes deductible	$3000 per person max of three per family (deductible not included)	N/A
Out-of-Network OPX	$3500 per person $7000 per family	$11,500 per person $34,000 per family	Status Quo
ER Co-Payment	$100, waived if admitted; not applied toward deductible or OPX (eff. 1/1/06)	$100, waived if admitted; not applied toward deductible or OPX (eff. 1/1/06)	$100, waived if admitted (eff. 1/1/06)

Office Visits	90%/60%	90%/60%	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
Pediatric Immunization	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	Covered
Pap Smear/Routine Gynecology	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
Mammograms	Please Refer to Wellness Benefit	Please Refer to Wellness Benefit	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
Outpatient Surgery	90%/60%	90%/60%	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
In-Patient Hospital Services	90%/60%	90%/60%	$15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07)
Outpatient Laboratory	90%/60%	90%/60%	Covered
Outpatient Radiology	90%/60%	90%/60%	Covered

Physical, Speech & Occupational Therapy	90%/60% Restoration Only	90%/60% Restoration Only	60 Combined Visits per Calendar Year, Restoration only
Cardiac Rehabilitation	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36 sessions/year)	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36 sessions/year)	Covered
Pulmonary Rehabilitation	90%/60%	90%/60%	Covered
Respiratory Therapy	90%/60%	90%/60%	Covered
Restorative Services & Chiropractic Care	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	Covered, Requires Referral from Primary Care Physician
Chemotherapy, Radiation and Dialysis	90%/60%	90%/60%	Covered
Outpatient Private Duty Nursing	90%/60%	90%/60%	Covered, Requires HMO Approval
Skilled Nursing Care	90%/60%	90%/60%	Covered, Up to 120 Days per Calendar Year
Hospice and Home Healthcare	90%/60%	90%/60%	Covered
DME & Prosthetics	90%/60%	90%/60%	Covered

Outpatient Diabetic Education	90%/60% Two Visits Per Lifetime	90%/60% Two Visits Per Lifetime	Covered
Routine Foot Care	Not Covered	Not Covered	Not Covered
Fertility Treatment	90%/60%	90%/60%	Available According to HMO Guidelines

Mental Illness Care	Inpatient: 90%/60% Outpatient: 80% of $100 Max Covered Expenses per Session; Only 7 Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: $5000/year Mental Health & Substance Abuse Max Expenses: Individual: $37,500/year Individual: $250,000/lifetime Family: $500,000/lifetime		Co-Pays for Inpatient and Outpatient Services: $15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07) Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Substance Abuse	Inpatient: 90%/60% Outpatient: 80% of $100 Max Covered Expenses per Session; Only 7 Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: $5000/year Mental Health & Substance Abuse Max Expenses: Individual: $37,500/year Individual: $250,000/lifetime Family: $500,000/lifetime		Co-Pays for Inpatient and Outpatient Services: $15.00 Co-Pay (eff. 1/1/06) $20.00 Co-Pay (eff. 1/1/07) Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year
Hearing Exams and Aids	Hearing Screening: Covered in Wellness Benefit Hearing Aids: Not Covered	Hearing Screening: Covered in Wellness Benefit Hearing Aids: Not Covered	Screening: Covered in Full Hearing Aids: Not Covered
Lifetime Limits	Maximum Lifetime Limit is $1.5 Million		No Limit

Wellness Benefit	$600 per year (effective 1/1/06) <u>Includes</u>: Subject to further review and development, the Wellness Benefit will cover, outside of deductibles: (1) routine exams, (2) immunizations, (3) mammograms, and (4) vision exams, lenses, frames and contacts. The Wellness Benefit will also provide on-site health assessments. Wellness Benefit Is Not Subject to Plan Annual Deductible	Available According to HMO Guidelines

EXHIBIT 2 TO SIDE LETTER 13

	DENTAL (Must Use Panel Dentists)	DENTAL PPO PLAN	
		IN NETWORK	OUT OF NETWORK
BENEFIT DESIGN			
Individual Deductible	$0	$100/person/year	$200/person/year
Annual Maximum Benefit	Unlimited	$1,200/person	
ORTHODONTIC PROCEDURES (BRACES)			
Braces-Under Age 25 Only	$2,300 Co-pay	Not Covered	
PREVENTATIVE SERVICES			
Oral Exams (Twice/year) Cleanings (Twice/year) X-Rays (Twice/year)	100% Covered in Full	100% Covered in Full No Deductible	Plan pays 80% of PPO Allowable Amount. Member pays balance of billed charges. No Deductible
Space Maintainers (Children under 12)	$10 Co-payment	$10 Co-payment	
BASIC PROCEDURES			
	Co-Payment		
Amalgam (Fillings) One Surface – Permanent	$20.20	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Resin-One Surface Anterior Including Acid Etch	$23.76	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Pin Retention (per tooth in addition to restoration)	$30.89	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Routine Extraction- Single Tooth	$23.76	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Surgical Removal of Erupted Tooth	$45.15	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Surgical Removal of Tooth-Soft Tissue Impaction	$58.22	Plan pays 60% of PPO Allowable. Member pays 40%	Plan pays 50% of PPO Allowable Amount. Member pays balance of

	DENTAL (Must Use Panel Dentists)	DENTAL PPO PLAN	
		IN NETWORK	OUT OF NETWORK
		of PPO Allowable after Deductible.	billed charges after Deductible.
Surgical Removal of Tooth-Partial Bony Impaction	$83.17	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Surgical Removal of Tooth-Complete Bony Impaction	$83.17	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Alveoloplasty-Without Extractions/Per Quadrant	$96.24	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Scaling and Root Planning/ Per Quadrant with Local Anesthesia	$45.15	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Gingivectomy or Gingivoplasty/Per Quadrant	$182.97	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Gingival Flap Procedure Including Root Planning/ Per Quadrant	$174.65	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Osseous Surgery, Flap Entry And Closure/Per Quadrant	$203.17	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Pulp Capping-Direct or Indirect	$15.45	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.

	DENTAL (Must Use Panel Dentists)	DENTAL PPO PLAN	
		IN NETWORK	OUT OF NETWORK
Root Canal Therapy ▪ Anterior ▪ Bicuspid ▪ Molar	 ▪ $148.51 ▪ $160.39 ▪ $215.05	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Apicoectomy (First Root)	$137.82	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Palliative Treatment	$16.63	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Limited Occlusion Adjustment	$26.14	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
MAJOR RESTORATIVE PROCEDURES			
Inlay-Metallic (One Surface)	$275.64	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Onlay-Metallic (Three Surfaces)	$373.06	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Core Buildup Including Pins	$110.49	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Temporary Crown-With Fractured Tooth (No Charge in conjunction with permanent tooth)	$74.85	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Crown-Porcelain/ Ceramic Substrate	$384.94	Plan pays 60% of PPO Allowable.	Plan pays 50% of PPO Allowable Amount.

	DENTAL (Must Use Panel Dentists)	DENTAL PPO PLAN	
		IN NETWORK	OUT OF NETWORK
		Member pays 40% of PPO Allowable after Deductible.	Member pays balance of billed charges after Deductible.
Crown-Full Cast, Base Metal	$384.45	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Denture-Complete Upper and Lower	$484.74	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.
Lower Denture Reline-Chairside	$174.32	Plan pays 60% of PPO Allowable. Member pays 40% of PPO Allowable after Deductible.	Plan pays 50% of PPO Allowable Amount. Member pays balance of billed charges after Deductible.

SIDE LETTER 14

June 6, 1996

Mr. Michael Newman
Associate Director
AFSCME Council 13
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **Drug Testing**

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1995-1996 contract negotiations between the City of Chicago and AFSCME Council 31 with respect to drug and alcohol testing procedures.

It was agreed and understood that action will not be taken on a "positive" drug test result until after a qualified Medial Review Officer (MRO) has met and discussed the results with the employee in order to determine if there is a legitimate medical explanation for the positive test result.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By
Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/mrs

356161.1

SIDE LETTER 15

June 6, 1996

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **1995-1996 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 1995-96 contract negotiations between the City of Chicago and AFSCME Council 31 on the items listed below:

1. **Bilingual employees**: Within thirty (30) days of the notification of this Agreement, the parties will meet for the purpose of implementing the bilingual arbitration decision (grievance #920602) of August, 1992, and discussing other issues related to the use of bilingual employees.

2. **Paid time off**: If during the 1995-96 negotiations with the Coalition the City of Chicago provides the Coalition with additional paid time off which is not currently provided to AFSCME-represented employees, the City of Chicago will include such additional paid time off in its agreement with AFSCME Council 31.

3. **Unresolved grievances**: Beginning not later than thirty (30) days following ratification of this Agreement, designated representatives of the Union and of the City shall meet and confer in good faith as to the resolution of outstanding grievances which were awaiting arbitration prior to the ratification of this Agreement. The parties commit to use their best efforts to eliminate this backlog by one or more of the following courses of action to be taken by mutual agreement: withdrawal of grievances; non-precedential settlement; grievance mediation; "fast-track" expedited arbitration; and any other mutually agreeable procedure. Both parties reserve the right to designate specific cases for regular arbitration.

4. **Grievance process**: The parties agree that the inordinately long period of time frequently taken to resolve grievances is not acceptable. In the interests of improving the Labor/Management relationship, the parties agree to meet within ninety (90) days of the ratification of this agreement for the purpose

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of improving the grievance process at each step of the procedure. The parties agree that their mutual goal is to see grievances resolved at the lowest possible step, and that their mutual goal is that the parties at each step have the desire and the authority to resolve grievances, and that the parties will work diligently to resolve grievances as expeditiously as possible.

5. **Side letter**: Unless otherwise noted, all side agreements and/or settlement agreements are extended and shall continue to be in effect. During the drafting of the final contract document incorporating the revisions agreed to in these negotiations, the parties will meet and confer regarding which existing side letters can and should be incorporated into the contract language or attached to the contract. It is understood that all side letters will remain attached to the contract unless a decision to do otherwise is mutually agreed to and that the decision to remove an agreement from the back of the contract or not attach other agreements will not be regarded as withdrawal of an existing side letter.

Please initial a copy of this letter if it accurately reflects our agreement.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee

MWD/mrs

356161.1

SIDE LETTER 16

June 5, 1996

Memorandum of Understanding
Child Support Delinquencies

In the event that an employee fails to voluntarily comply with all court-ordered child support obligations, the City shall continue its current practice of garnishing employee's wages, pursuant to an appropriate court order. This provision assures that employees will be in compliance with eh court-ordered child support obligations, either voluntarily or involuntarily, and therefore should preclude the need for any disciplinary action over this matter.

/s/ Michael Newman
AFSCME

City of Chicago

4/16/97
Date

Date

356161.1

SIDE LETTER 17

City Clerk Memorandum of Understanding
December 20, 1995

WHEREAS, representatives from the City Clerk's Office and AFSCME agreed in the April 12, 1995 memorandum of understanding to further discuss the issue of overtime hours in the Council Division, the parties have reached the following agreement.

Employees in the City Council Division of the City Clerk's Office shall be compensated at a rate of two times the regular straight-time hourly rate of pay for all hours of work performed in excess of sixteen (16) hours per day. This overtime will be compensated in the form of pay or compensatory time at the employee's option. Employees who work beyond 9:30 p.m. will be provided cab coupons, when such coupons are available. At the employee's option, he or she may choose to be reimbursed for his or her parking cost instead of receiving cab coupons when the employee works beyond 9:30 p.m. The Employer reserves the right to designate parking lots where employees receiving reimbursement may park. The Employer will require receipts from employees whenever employees use cab coupons or request parking reimbursement.

The Employer shall post notice of potential overtime opportunities in the City Council Division for other qualified employees in the City Clerk's Office. The notice shall include the specific qualifications for the classifications which may be required to work overtime.

Employees who volunteer for potential overtime must be qualified to perform the work. The Employer may require employees to pass entry level tests for the affected position or positions to qualify. The Employer may also require employees to be trained in the City Council Division in order to qualify. A volunteer pool will be created from those employees deemed qualified. The determination of whether an employee is qualified will be made by the Employer.

Whenever the Employer is reasonably able to anticipate a need for overtime that would require employees in the City Council Division to work more than sixteen (16) consecutive hours, the Employer may request volunteers from the qualified pool on a seniority basis.

If an employee selected from the qualified pool receives a negative evaluation, or performs at a level that would cause the Employer to impose a sanction on the employee, that employee shall be permanently removed from the qualified pool.

Nothing in this agreement is a guarantee of overtime for the volunteer pool.

The Employer will attempt to sue volunteers for a one year trial time period, provided that qualified volunteers are available and willing to work. After this trial period, the Employer may, at its discretion and upon notice to the Union, discontinue the use of volunteers.

The Employer will meet with the Union, upon request, to discuss its decision or alternative suggestions from the Union.

FOR THE CITY	FOR THE UNION
______________________________	/s/ Michael Newman
Date:________________________	Date: 4/6/97

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SIDE LETTER 18

September 30, 1999

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 1999 City of Chicago Negotiations

Dear Mr. Newman:

This letter will confirm certain discussions which we had during the 1999 contract negotiations between the City of Chicago and Council 31, AFSCME regarding the scope of an arbitration decision by Arbitrator Vicki Cohen on September 14, 1998 in the Case No. 98-01-6074. That case arose under the 1992-95 contract between the City and the Union, and involved the City's denial of Library Page and/or Clerk II positions to certain laid off Library Guards, because of their failure to pass skill assessment tests.

During the negotiations, you raised a question concerning a statement by Arbitrator Cohen that the "Library rightfully imposed a higher standard for the laid off Library Guards seeking a Clerk II position than they did for an applicant off the street." (Award, pp. 24-25). As we discussed, since the arbitration essentially involved the issue of whether the Library Guards in question had the present ability to perform the Clerk II position, and did not involve the relative merits of their qualifications with those of new applicants, her above-quoted statement is dicta and was not essential to the holding of the case. We further discussed how the parties 1995-99 contract made many changes and clarifications to the lay-off and recall procedures, under which laid off employees receive preferences in occupying or bidding on vacancies over applicants and incumbent employees alike.

I trust that this letter accurately sets forth our discussions on this subject.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

356161.1

SIDE LETTER 19

March 17, 2000

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **1999 City of Chicago Negotiations**

Dear Mr. Newman:

This letter will confirm our agreement and understanding reached during the 1999 contract negotiations between the City of Chicago and Council 31, AFSCME regarding the temporary placement by the City of certain employees who are on duty disability in bargaining unit positions.

During the negotiations, we agreed that from time to time, the City may determine to place certain individuals who are on duty disability in temporary positions which may be within the scope of jurisdiction of AFSCME Council 31 and its member local unions. These individuals may include persons who are members of AFSCME as well as persons who are not. These positions will be temporary in nature, and will not constitute permanent "vacancies" as that term is used in the City's agreement with Council 31. The pay scale and other terms and conditions for these positions will be set by the City Council's Finance Committee, which administers the City's duty disability program, provided that the total pay rate received by employees in these positions (including any duty disability payments) shall not be lower than the appropriate rate for the job classification to which the employee is temporarily assigned. We agreed that no AFSCME employee will be displaced, laid off, or otherwise denied any promotional or recall opportunities as a result of the City's placement of these employees in the temporary positions proposed. In addition, we agreed that employees who are placed in these temporary positions shall be covered by the parties' collective bargaining agreement, but excluding § 12.5 and § 12.7 to the extent that the affected employees are not already represented by AFSCME.

The City agrees to notify AFSCME of any employees who are placed in temporary positions which are within the scope of jurisdiction of AFSCME. The notice shall include the employee's name, social security number, temporary classification, pay rate, department, and worksite. In addition, the City shall notify the Union when such temporary assignment has ended. The City shall review with the Union on not less than an annual basis, the status of persons who have been working in temporary positions within the bargaining unit for one year, and discuss with it the anticipated length of that assignment.

In consideration for this understanding, we agreed that the Finance Committee will form a Labor Management Committee concerning issues related to employee problems with duty disability issues. This Committee will meet on at least a quarterly basis, and will be attended by representatives of the Finance Committee who are capable of responding to employee questions concerning the status of their duty disability claims.

If this letter accurately sets forth our agreement, please initial a copy and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

356161.1

SIDE LETTER 20

March 3, 2000

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **1999-2000 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 relating to the issue of applicant ratings.

The City agrees that it will conduct a one-time review of the applicant rating forms and procedures currently used by its Departments in filling bargaining unit jobs, which review shall be completed not later than January 1, 2001. The City will give AFSCME notice before issuing any recommended changes in applicant rating forms and procedures to its Departments. Upon request from AFSCME, the City will meet with it to discuss recommended changes prior to forwarding said recommendation to the Departments. Nothing in this letter of agreement shall be interpreted as pertaining to issues concerning the filling of any specific bargaining unit position. Nothing herein shall prevent the Union from grieving any alleged violation of Section 12.7.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By
Michael W. Duffee

MWD/mss

356161.1

SIDE LETTER 21

April 5, 2000

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **Drug and Alcohol Testing**

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 relating to the issue of drug or alcohol testing, and specifically to the adoption of the new language in the Agreement in Section 27.4(a)(iii) relating to workplace accidents and fighting.

As described by representatives of the City's Law Department during these negotiations, the City may require a drug or alcohol test if an employee is involved in an accident while at work on City property or on City business which results in significant injury requiring medical attention or significant property damage. By way of example, an employee who is involved in an accident with a City vehicle which causes an injury requiring medical attention or significant property damage may be tested. An employee injured at work after tripping over a frayed carpet, however, would not be tested. Clearly, the City follows a common sense approach.

Similarly, the City may test in cases of workplace or on duty fighting under a common sense approach. "Fighting" under the contract language connotes a physical confrontation. Normally, the City will attempt to ascertain who is the aggressor and test that person only. Where this is not possible, both participants may be tested.

I trust that this clarification accurately summarizes our prior discussion in this respect.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

356161.1

SIDE LETTER 22

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **1999-2000 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 on the items listed below:

1. **Semi-automatic progression**: The City of Chicago and the Union will form a committee to examine the feasibility and possible implementation of a pilot program for semi-automatic progression for the following job titles -- Sanitarian I to Sanitarian II (Health Department); Auditor I to Auditor II (Revenue Department); and Fingerprint Technician I to II (Police Department).

2. **Personal Support Program**: For the period July 1, 1999 through June 30, 2003, the City will contribute the annual sum of $25.00 per AFSCME bargaining unit employee, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. Amounts attributable to the period between July 1, 1999 and June 30, 2000 shall be paid not later than June 30, 2000.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

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3. **Job Audits**: Not later than July 1, 2001, the City will audit and examine the titles of Physician and the timekeeping function to determine if any adjustment in current rates for either or both is appropriate. In addition, following the reorganization of the City's Department of Human Services, the City will audit the titles of voucher coordinator, community intervention worker, and human service worker in that Department in order to determine if any adjustment to current rates for said positions is appropriate.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

356161.1

SIDE LETTER 23

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **Salary Schedules**

Dear Mr. Newman:

This letter represents the agreements and understandings reached during the 1999-2000 negotiations between the City of Chicago and AFSCME Council 31 with respect to the B-C and G salary schedules.

It was agreed that when employees move between the B-C and G schedules in the case of lay-offs and recalls under Section 12.5 of the Agreement, the following shall be considered equal rated grades:

B-C	G
9	1
10	2
11	3
12	4
13	5
14	6
15	7
16	8
17	9
18	10
19	11
21	12

Please initial a copy of this letter below if it accurately sets forth our understandings.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

SIDE LETTER 24

September 15, 2003

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **City of Chicago -- AFSCME Council 31 2003 Negotiations**

Dear Mr. Newman:

This will confirm our understandings reached during the above-referenced negotiations regarding the scope of the meeting referenced in Section 12.5A(1) of the parties' Agreement.

During those negotiations, I indicated to you that it is the City of Chicago's position that the pre-layoff meeting(s) provided for in Section 12.5A(1) was intended by the parties to provide a forum in which to discuss a variety of issues relating to pending layoffs of bargaining unit personnel. Included among these issues would be questions relating to the ability of employees to perform the duties of vacant positions within their department which may be filled pursuant to Section 12.5A(3)(a) of the Agreement. You agreed that this topic is one which is proper for discussion in the context of this meeting(s), and that this subject has been discussed in the past between the parties relating to certain layoffs.

If this letter agreement accurately sets forth our understandings, I would appreciate it if you would sign a copy of this letter on behalf of AFSCME Council 31 and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By
Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/lg

356161.1

Agreed to on behalf of AFSCME Council 31
on September ___, 2003.

____
Michael Newman
Chief Negotiator
AFSCME Council 31

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SIDE LETTER 25

September 15, 2003

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **City of Chicago -- AFSCME Council 31 2003 Negotiations**

Dear Mr. Newman:

This will confirm our understandings reached during the 2003-05 contract negotiations between the City of Chicago and AFSCME Council 31 on the following issues:

1. **Acting Up**: effective upon ratification of the Agreement, Senior Data Entry Operators in the Police Department who "act up" into the position of Supervisor of Terminal Operations on Saturdays shall receive the pay differential for that position for all hours worked on such Saturdays. Further, the Union will withdraw the grievances which it has currently pending pertaining to "acting up" in the Supervisor of Terminal Operations Position.

2. **Avant Job Family Series**: the parties agree to review title placement in the Avant job family series, and to insure that all bargaining unit titles are listed in the Agreement. As a part of that review, the parties will meet and discuss whether certain titles should be placed in different job series, and whether certain titles should be included in multiple job family series. Upon mutual agreement, the parties will revise the Avant job family series in accord with the issues raised in this paragraph.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

Agreed to on behalf of AFSCME Council 31
on June ___, 2005.

356161.1

Michael Newman
Chief Negotiator
AFSCME Council 31

356161.1

SIDE LETTER 26

June 2, 2005

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **2003-2005 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 on the question of titles in salary grades 4 and 5.

In a separate proposal, the City has proposed and the Union has agreed to make certain changes in various job titles which has the effect of placing all current grade 5 incumbent employees in a grade 6 position. Further, based on our research, there are no employees in the City who currently work in a grade 4 position. As a result of these agreements, there are no City employees in this bargaining unit in the Schedule B salary plan who are paid below grade 6. This will confirm that the City has no plans to place any new bargaining unit employees in titles within salary grades 4 or 5 for the life of this Agreement.

Please initial a copy of this letter if it accurately sets forth our agreement.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

356161.1

SIDE LETTER 27

May 23, 2005

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **2003-2005 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of the AFSCME Personal Support Program.

For the period July 1, 2003 through June 30, 2007, the City will contribute the annual sum of $25.00 per AFSCME bargaining unit employee, increased to $29.00 effective January 1, 2007, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. Amounts attributable to the period between July 1, 2003 and June 30, 2005 shall be paid not later than 60 days following the final ratification of this Agreement by the City Council.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

356161 1

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

356161.1

SIDE LETTER 28

June 2, 2005 (amended May 18, 2008)

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **2003-2005 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of semi-automatic progression, and as amended during the 2007-2008 negotiations.

Pursuant to the terms of Side Letter 23 of the Agreement, the City of Chicago and the Union have identified two entry level job titles in which incumbent employees receive semi-automatic progression (depending on clearly defined time of service and level of performance) to other higher job titles. These titles are Sanitarian I to Sanitarian II in the Health Department, and Data Entry Operator to Senior Data Entry Operator in the Police Department. Following ratification of this Agreement, the City and the Union will meet within 30 days of a request to meet in order to examine the feasibility and possible inclusion into and standards for semi-automatic progression of other job titles in other Departments. Without limitation, the parties will include in their examination the following titles: Librarian I, Librarian II, Clerk II, Clerk III, Fingerprint Tech I and II, Human Relations Investigator I through III, Engineering Tech I through IV, Auditor I and II, Civil Engineer II and III, Help Desk Technician to Senior Help Desk Technician, and Revenue Investigator I and II, and Sanitarian I to Sanitarian II (all Departments). Upon mutual agreement of the parties to do so, such titles may be included in this program.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

356161 1

SIDE LETTER 29

MEMORANDUM OF AGREEMENT
BETWEEN THE CHICAGO POLICE DEPARTMENT
AND AFSCME COUNCIL 31
REGARDING CITY STICKER AND ILLINOIS LICENSE PLATE VIOLATIONS

The parties agree that the department shall follow the same disciplinary practices and procedures currently in use for Police Officers who are in violation of City sticker laws or state license plate laws. In the event that the department reaches an agreement with FOP to drop such disciplinary practices and procedures, and to use the normal enforcement methods applicable to other residents of Chicago, such agreement shall also apply to AFSCME represented employees in the department.

In the event that the department and FOP reach an agreement to modify the current practices and procedures, the parties agree to meet to discuss the applicability of the changes to the AFSCME bargaining unit.

/s/ Michael W. Duffee 6-2-05	/s/ Michael Newman 6/2/05
For the Police Department Date	For AFSCME Council 31 Date

356161.1

SIDE LETTER 30

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO POLICE DEPARTMENT AND AFSCME COUNCIL 31 REGARDING THE BEHAVIORAL INTERVENTION AND PERSONNEL CONCERNS PROGRAM

The parties agree that the following provisions are applicable to employees who are referred to the Department's Behavioral Intervention System and Personnel Concerns Program:

1. An AFSCME employee whose name is submitted to the Personnel Concerns Section of the Personnel Division, Chicago Police Department for screening for placement in either the Behavioral Intervention System or Personnel Concerns Program will be notified by the Personnel Concerns Section that the employee is being considered for possible placement in either program. This notification will be in dated to-from form to the specific employee and will provide a specific date (five working days form the date on letterhead) that the employee has to provide written documentation or a letter of rebuttal regarding the recommendation for placement to the Personnel Concerns Section.

(Note – if the employee chooses to NOT submit any documentation or a rebuttal letter at this initial stage, the member is still afforded the right to a hearing regarding the actual placement.)

2. The Personnel Concerns Section of the Personnel Division shall review any documents or letters of rebuttal submitted as a part of the screening for placement and will respond to the member prior to any placement.

3. Employees who believe they have been improperly placed in the above programs may also request a hearing on the appropriateness of their placement. Requests for hearings must be made in writing to the Director of the Personnel Division.

   a. In the instance of the Behavioral Intervention System a hearing must be requested within seven (7) working days of being presented with the Individualize Performance Plan and the Behavioral Intervention System counseling record.

   b. In the instance of the Personnel Concerns Program, a hearing must be requested within seven (7) working days of having attended a Personnel Concerns Conference.

The Department will set the hearing date and notify the affected employee of the date. Employees shall attend hearings on paid time.

The affected employee is entitled to Union representation at the hearing. At the hearing the Department will explain its reason(s) for the enrollment of the employee into the Behavioral

Intervention System or the Personnel Concerns Program. The employee of his representative may then present the employee's position. After each side has presented its case, the parties may question the affected employee and/or department.

The Department of Personnel will, within five (5) working days, notify the employee of its decision and that decision is final.

4. Employees who are determined to be unfit for duty for medical or psychological reasons as a result of a referral to the above programs shall have the right to seek a second opinion from a doctor of their choice. In the event that there is a disagreement regarding the employee's fitness for duty, the parties shall mutually agree on a referral to a third physician, whose decision shall be binding on both parties. The Police Department shall pay any costs for the third opinion.

In the event that the third opinion determines that the employee is fit for duty, the employee shall be made whole for all lost wages and benefits which resulted from the original determination.

For the Union	Date	For the Department	Date

SIDE LETTER 31

June 7, 2005

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: <u>2003-2005 Contract Negotiations</u>

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2003-2005 contract negotiations between the City of Chicago and AFSCME Council 31 regarding job audits of the Project Managers in the Department of Construction and Permits ("DCAP").

It was agreed that following ratification of the new Agreement, the City will conduct a job audit of the Project Manager in DCAP in order to determine their most appropriate job title, as well as their proper placement on either the Schedule B-C salary schedule or the Schedule G salary schedule, as the case may be. Irrespective of that placement, the City agrees that no incumbent employee in the Project Manager title in DCAP will experience a reduction in pay as a result of the audit. Employees whose salaries are above the maximum rate shall continue to receive all general wage increases as provided for in the collective bargaining agreement.

If this letter accurately sets forth our agreement, please initial it and return a copy to me.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By
Michael W. Duffee
Chief Spokesman
City of Chicago

356161.1

SIDE LETTER 32

April 24, 2008

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 N. Wacker Drive, Suite 800
Chicago, Illinois 60606

Re: City of Chicago -- AFSCME Council 31 2007 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our understanding and agreement with respect to the referral to the Health Care Labor Management Cooperation Committee ("LMCC") created by the 2007 Agreement of certain issues as outlined herein.

It was agreed that the City and the Union will direct the LMCC to evaluate and initiate changes to the current Health Care Plan (the "Plan") effective as of January 1, 2008 in areas which will facilitate the shift to a preventative health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas: expanded disease management program; HRA and bio-metric screening; health fairs; weight management program; imaging review service; lifetime maximum; vision plan for HMO participants; subscriber share for hospital bills and co-insurance; exclusion for self-inflicted injuries; and comprehensive communication and outreach strategies

It was further agreed that certain of the Union's proposals made during the 2007 contract negotiations regarding changes in various aspects of the City's current health care plan, including but not limited to pricing of mail order drugs, annual drug out-of-pocket limits, and changes to the dental and vision plans, will be submitted to the LMCC for consideration and evaluation.

If this letter accurately sets forth our agreement, I would appreciate it if you would initial this letter on behalf of AFSCME Council 31 and return one executed copy to me.

Very truly yours,

FORD & HARRISON LLP

By

Michael W. Duffee
Chief Spokesman
City of Chicago

356161 1

SIDE LETTER 33

May 16, 2008

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 N. Wacker Drive, Suite 800
Chicago, Illinois 60606

Re: City of Chicago -- AFSCME Council 31 2007 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our various understandings and agreements with respect to changes to the Agreement's procedures for the arbitration of discharges and long suspensions.

This is to confirm the parties' agreement that the changes with respect to arbitration of all disciplinary actions in Sections 20(a), 20(c)N, 21(a), and 21.1(b) shall apply only to disciplinary actions whose effective date occurs on or after the effective date of ratification of the new collective bargaining agreement by City Council. Any disciplinary actions effective prior to the effective date of ratification of the new agreement by City Council shall continue to be governed by the terms of the parties' 2003-2007 collective bargaining agreement.

The parties further understand and agree that the changes with respect to arbitration of all disciplinary actions in Sections 20(a), 20(c)N, 21(a), and 21.1(b) shall not apply to any discipline of any employee employed by the Department of Police. All disciplinary actions of employees employed by the Department of Police shall continue to be governed by the terms of the parties' 2003-2007 collective bargaining agreement. It is further understood and agreed that, with respect to the arbitration of any suspensions of thirty (30) days or less for employees of the Department of Police, Section 21.1(a), Step IV of the new agreement shall apply.

Effective ninety (90) days from ratification, the Superintendent of Police shall have the authority to suspend for more than thirty (30) days and to discharge civilian AFSCME-represented employees, and to resolve grievances relating to such disciplinary matters through binding arbitration. In order to facilitate all issues related to this change in the Superintendent's authority, the Employer and the Union will meet within thirty (30) days of final ratification of this Agreement for the purpose of working co-operatively to implement the provisions of Article 20, Sections 20(a) and 20(c)(N), and Article 21, Sections 21(a) and 21.1(b) in the Chicago Police Department for the arbitration of suspensions over 30 days and discharges. The parties will endeavor to complete that process within the ninety (90) period set forth above.

If this letter accurately sets forth our agreement, I would appreciate it if you would initial this letter on behalf of AFSCME Council 31 and return one executed copy to me.

Very truly yours,

356161.1

FORD & HARRISON LLP

By

Michael W. Duffee
Chief Spokesman
City of Chicago

SIDE LETTER 34

May 16, 2008

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 2007-2008 City of Chicago-AFSCME Negotiations

Dear Mr. Newman:

This letter will confirm our discussions and understandings reached during the 2007-2008 negotiations between the City of Chicago and AFSCME Council 31 with regard to issues concerning the processing of grievances under the Agreement, as well as the interpretation of certain provisions of the Agreement relating to grievance settlements.

As we discussed, not later than thirty (30) days after the ratification of this Agreement by the City Council, the parties will meet to discuss various issues relating to improving the grievance procedure in order to resolve certain problems with the way that the process has been working. In those discussions, the parties will review ways to make the Step 3 and Step 4 process work better and faster, including but not limited to, the efficient use of expedited arbitration and handling of information requests such that those requests can be dealt with more quickly so that the Union may obtain relevant information that it may require to determine the merits of the grievance.

In addition, we agreed that in the provision of Article 21, Section 21.1(a) Step IV, B, that states: "In the event of a settlement, the parties shall share any fees equally," the term "settlement" shall be interpreted to refer to a mutually agreed upon resolution of a grievance and not the unilateral withdrawal by the Union of a grievance.

If you are in agreement with this letter, please initial a copy and return it to me at your convenience.

Very truly yours,

FORD & HARRISON LLP

By

Michael W. Duffee

356161 1

SIDE LETTER 35

January 15, 2008

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 N. Wacker Drive, 8th Floor
Chicago, Illinois 60606

Re: 2007 City of Chicago AFSCME Council 31 Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2007 contract negotiations between the City of Chicago and AFSCME Council 31 regarding the resolution of grievances under Article 21 of the Agreement.

During these negotiations, in order to further the parties' goal as stated in the Agreement of encouraging the resolution of disputes at the lowest possible step of the grievance procedure, the parties agreed to meet within thirty (30) days of the effective date of the Agreement in order to discuss the initiation of a pilot program during the first year of the Agreement to train Local Union and City Department personnel in the methods which should enable them to better handle and resolve grievances prior to arbitration. Such discussion will include matters such as the Department involved, the representatives from the Union and the Employer, the use of an outside trainer or facilitator such as F.M.C.S., and other matters which the parties may mutually agree to address, such as the resolution of any grievance backlog where appropriate. The intent of the parties is to include in this discussion representatives who possess the authority to set overall policy with respect to the furtherance of the goals enumerated in Article 21(c) and (d).

The parties agree to meet again within six (6) months of the effective date of the Agreement to assess the effectiveness of the pilot program in meeting the goals in Article 21(c) and (d) and to discuss the possible expansion of this program that will similarly address problems with the grievance procedure where appropriate.

356161.1

If this letter accurately sets forth our agreement on this item, please initial a copy of this letter and return it to me at your convenience.

Very truly yours,

FORD & HARRISON LLP

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/cr

356161.1

SIDE LETTER 36

NOTICE

To: All Department Labor Liaisons

From: William Kinehan

Date:

Re: AFSCME business on paid City time

In accordance with Section 21.2 of the collective bargaining agreement between the City and AFSCME, grievants and authorized AFSCME representatives are permitted to use a reasonable amount of paid work time to investigate and process grievances where this does not substantially interfere with the operations of the department.

In order to facilitate the efficient processing and resolution of employee grievances with a minimum of disruption to the City's normal operations, any authorized AFSCME representative or grievant requesting or using paid time to investigate and process grievances must comply with the rules listed below. Please note that these rules pertain only to the use of paid work time as provided under Section 21.2. Nothing in these rules is intended to limit employees' rights to paid or unpaid leave under any other section of the Contract.

1. The employee must obtain the prior approval of his/her supervisor, or that supervisor's designee, before using any paid City time for the purpose of investigating or processing any grievance. Employees are expected to communicate any request for such approval as far in advance as is reasonably possible under the circumstances.

2. In making a request to investigate or process a grievance on paid City time, the employee will provide to his/her supervisor, or the supervisor's designee, (a) the nature of the Union business (i.e., investigating a specific grievance, preparing and filing a written grievance, or attending a grievance meeting pre-disciplinary meeting, arbitration or Personnel or Police Board hearing with the City); (b) the date and time the employee will be on Union business; (c) the department and specific work site to be visited; (d) the approximate time the employee expects to return to work; and (e) where the employee can be reached, if the Union business will be conducted away from the employee's work site. Departments may require such requests to be submitted on a reasonable standard written form.

3. An employee whose request has been approved will spend only such time on the Union business as is reasonably necessary. If it appears that

the Union business will take longer than was expected at the time the request was approved, the employee must make every good faith effort to obtain the approval of his/her supervisor, or that supervisor's designee, before spending any additional time on the Union business. Such approval will not be unreasonably denied.

4. Except for pre-disciplinary meetings involving discharge and Step IV-A grievance meetings with the City, permission to use paid City time to represent an employee will normally be granted only to the available AFSCME representative in the grievant's Department and at the grievant's work site, or, if none, the available representative in the grievant's Department whose work location is relatively closest to the grievant's, or, if none, to an available representative from the employee's work site and local union. However, for third level grievance meetings, up to two (2) representatives may be granted paid City time to attend.

5. Employees who conduct Union business in violation of these rules will be subject to appropriate discipline under the City's Personnel and/or Police Board Rules. In addition, the City may subject to docking, in accordance with established docking procedures, employees who are found to have left their work location in violation of these rules. Prior to imposing any contemplated discipline or docking under these rules, the City will first notify the Union and discuss the possibility of resolving the problem without discipline or docking.

/s/ Peter Schmalz 12/15/98

AFSCME Council 31

SIDE LETTER 37

May 16, 2008

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 2007 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2007 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of the AFSCME Personal Support Program.

For the period July 1, 2007 through December 31, 2007, the City will contribute the annual sum of $29.00 per AFSCME bargaining unit employee, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. That amount will be increased to $31.00 effective January 1, 2008 through December 31, 2009, $33.00 effective January 1, 2010 through December 31, 2011, and $35.00 effective January 1, 2012 through June 30, 2012. Amounts attributable for the period between July 1, 2007 and June 30, 2008 shall be paid not later than 60 days following the final ratification of this Agreement by the City Council.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

FORD & HARRISON LLP

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

SIDE LETTER 38

Exempt Program Employees

1. **Exempt Program Employees in continuous service with the City for 18 months shall be Career Service Employees. Continuous service shall be defined as in Article 12.1 through 12. 4 of the parties' collective bargaining agree.**

2. **The City shall determine if there is an Exempt Program vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.**

3. **When filling an Exempt Program vacancy, the Employer shall post the job for bidding in accordance with Section 12.7 (f) through 12.7 (I) of the parties' collective bargaining agreement. The posting of an Exempt Program 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 identify the vacancy as one in an Exempt Program and shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, rate of pay, and beginning and ending date of the Exempt Program if known.**

4. **Newly hired Exempt Program Employees shall be notified of their Exempt Program status.**

5. **Exempt Program Employees may bid on permanent vacancies which are posted for bidding pursuant to Article 12.7 (e) of the Parties' collective bargaining agreement.**

6. **Exempt Program Employees with 90 days continuous service may exercise, with respect to other Exempt Program Employees only, the layoff and recall rights set forth in Article 12.5 of the Parties' collective bargaining agreement.**

7. **The City shall notify the Union of all Exempt Programs prior to the starting dates of such programs and shall notify the Union of the ending dates of any Exempt Programs prior to such ending dates.**

8. **Career service employees who bid on and move into Exempt Program vacancies shall retain their service status.**

SIDE LETTER 39

Mr. Michael Newman
Associate Director
AFSCME Council 31
205 North Michigan, Suite 2100
Chicago, Illinois 60601

Re: Background Checks/Drug and Alcohol Testing

Dear Mr. Newman:

This letter will confirm our understanding reached between the City of Chicago and AFSCME Council 31 relating to the issue of conducting background checks and drug or alcohol testing for any AFSCME represented employees not currently employed at the Independent Police Review Authority (IPRA) or at the Chicago Police Department (CPD), and who obtain positions at IPRA or at CPD, either through bid, promotion, or reduction in force. Specifically, in light of their access to sensitive law enforcement information, all employees obtaining positions at IPRA or CPD shall, as a condition of their employment in such departments, be subject to satisfactory completion of Departmental employee background checks and drug/alcohol testing requirements and procedures, conducted in accordance with Article 27 of the AFSCME Agreement, and the parties' past practice, except that the results of the tests shall be confidential and shall not be shared with other departments or utilized for any purpose except as provided herein.

A positive drug and/or alcohol test result or a failure to cooperate with the testing procedures shall cause the employee to be found not qualified for the position sought.

Please initial a copy of this letter if it accurately sets forth our agreements.

Sincerely,

/s/ Joseph P. Martinico
Chief Labor Negotiator
City of Chicago

356161.1

SIDE LETTER 40

It is the policy of the Employer that City employees should perform all bargaining unit work where practicable, that the Union be involved in the decision making process concerning potential contracting out, and for the Parties to work cooperatively in developing alternatives to the contracting out of bargaining unit work. To facilitate implementation of this policy, the Employer and the Union shall establish a Joint Labor Management Cooperation Committee to examine all contracted out or potential contracting out situations and to determine how such work could alternatively be, or continue to be, performed by bargaining unit employees. The Committee shall have the authority to make recommendations necessary to ensure that the policies and goals established herein are implemented and the Employer shall provide sufficient resources to ensure that the Committee is able to carry out its mission. The Committee shall meet within thirty (30) days of the execution of this Agreement for the purpose of further developing Committee procedures and policies, and thereafter the Committee shall meet quarterly or as requested by the Union.

SIDE LETTER 41

February 27, 2014

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 2012 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 2012 contract negotiations between the City of Chicago and AFSCME Council 31 on the issue of the AFSCME Personal Support Program.

For the period July 1, 2007 through December 31, 2007, the City will contribute the annual sum of $29.00 per AFSCME bargaining unit employee, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. That amount will be increased to $31.00 effective January 1, 2008 through December 31, 2009, $33.00 effective January 1, 2010 through December 31, 2011, and $35.00 effective January 1, 2012. Amounts attributable for the period between July 1, 2012 and _________, 2014 shall be paid not later than 60 days following the final ratification of this Agreement by the City Council.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

Please initial a copy of this letter if it accurately sets forth our agreements.

Sincerely,

Joseph P. Martinico
Chief Labor Negotiator
City of Chicago

SIDE LETER 42

REGRADES for the 2012-2017 CBA

Effective the first day of the pay period next following approval of the agreement by City Council – The following titles shall be regraded:

- **Audio-Vision Tester – from Salary Grade B-8 to Grade B-10**
- **Clerk IV – It is agreed that those employees in the Clerk IV position listed on the attachment hereto, who perform timekeeping/payroll duties, will be moved to a new position titled "Timekeeper" (or as designated by DHR) and placed on the Salary Schedule at Salary Grade B-11. The City will audit the duties of the six (6) employees on the list provided by the Union to determine whether they are performing the duties of the newly created "Timekeeper" job title to the extent warranting their inclusion in the Timekeeper position.**
- **Fingerprint Technician I– It is agreed that the City will conduct an audit/survey of the position Fingerprint Technician I to determine the propriety of regrading the position from Salary Grade 9 to Grade 10, to be completed no later than June 30, 2015.**

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-5829

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement with Chicago Housing Authority and Department of Administrative Hearings for sharing of case information

Committee(s) Assignment: Committee on Budget and Government Operations

BUDG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Director of Administrative Hearings, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement with the Chicago Housing Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government affairs; and

WHEREAS, the Chicago Housing Authority, a municipal corporation (the "CHA"), is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families and low-income senior citizens; and

WHEREAS, in furtherance of this mission, the CHA subsidizes private landlords by and through the Housing Choice Voucher Program (also known as "Section 8"); and

WHEREAS, the City, through its Department of Administrative Hearings ("DOAH"), is charged with the responsibility of adjudicating property-related municipal code violations including, among other matters, building and sanitation code tickets; and

WHEREAS, DOAH maintains accurate and current information concerning the status of all DOAH cases involving properties with alleged code violations (the "Case Information"); and

WHEREAS, DOAH has determined it is appropriate and in the best interest of the City and its citizens to share Case Information with the CHA, subject to certain terms and conditions; and

WHEREAS, the parties propose to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement"); and

WHEREAS, on June 17, 2014 the Board of Commissioners of the CHA enacted a resolution authorizing the CHA to enter into the Agreement; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Director of the Department of Administrative Hearings (the "Director"), or his or her designee, is hereby authorized to execute and deliver the Agreement with the CHA in substantially the form attached hereto as Exhibit A, with such changes as the Director may approve, provided that such changes do not amend any essential term of the Agreement (execution of the Agreement by the Director or his or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Exhibit A to the Ordinance

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO, BY AND THROUGH ITS DEPARTMENT OF ADMINISTRATIVE HEARINGS, AND THE CHICAGO HOUSING AUTHORITY FOR SHARING OF CASE INFORMATION

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into as of ____________, 2014 ("Effective Date") is by and between the City of Chicago (the "City"), an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Administrative Hearings ("DOAH"), and the Chicago Housing Authority, an Illinois municipal corporation organized and existing pursuant to 310 ILCS 10/1 et. seq. of the Illinois Compiled Statutes (the "CHA"). For the purposes of the Agreement, the City and DOAH shall collectively be referred to as the "City."

WHEREAS, the CHA operates a program known as the "Housing Choice Voucher Program" (hereinafter referred to as the "HCV Program" or "Section 8"), which provides rental subsidies to private property owners renting units to Section 8 voucher holders in the City; and

WHEREAS, the HCV Program currently subsidizes approximately 37,000 addresses across the City; and

WHEREAS, the CHA has requested that DOAH share Case Information (as hereinafter defined in Section 2) about cases involving alleged City Code violations so that CHA can identify which properties receiving Section 8 subsidies are involved in the DOAH hearing process; and

WHEREAS, the goal of the CHA in requesting the Case Information is for the HCV Program to be able to stop payments to property owners who are not in compliance with City Codes and to induce these owners to make necessary repairs to their properties; and

WHEREAS, DOAH has decided to grant the CHA access to the Case Information by providing monthly read-only reports that can be searched by the CHA for matches to properties receiving Section 8 subsidies;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between the City and the CHA that the following terms and conditions shall control the agreed access to the Case Information:

1. Incorporation of Recitals. The matters recited above are hereby incorporated into and made a part of this Agreement.

2. <u>**CHA Access to Case Information**</u>. DOAH will prepare a monthly read-only electronic report for the CHA containing the Case Information at a time and in a form acceptable to the parties. For purposes of this Agreement, "Case Information" is defined as information regarding the status of all DOAH cases involving properties with alleged City Code violations filed within the calendar year. The Case Information will be updated by DOAH monthly with all new filings and case dispositions. The reports provided to the CHA will be searchable so that CHA is able to match property addresses to the addresses of HCV Program properties.

3. <u>**Case Information Provided "As Is"**</u>. The CHA agrees that the Case Information will be provided by DOAH on an "AS IS" basis. The CHA acknowledges and agrees that the City assumes no responsibility for the accuracy of the Case Information and disclaims any liability for damages, costs, and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate information provided by DOAH to the CHA in the monthly reports or in any other form.

4. <u>**Use of Case Information**</u>. The CHA acknowledges that it is entrusted with or has access to important and potentially confidential information of the City and that with respect to such information the CHA agrees to be held to the standard of care of a fiduciary. The Case Information shall not be used for any purpose other than the intended and legitimate use described in this Agreement. The CHA will be responsible for the security of this information, including the prevention of any unauthorized use, and shall not disclose such information to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of the CHA, without the prior express written consent of DOAH, or as required by law. The CHA shall be responsible for any unauthorized use or disclosure of the Case Information. Upon termination of this Agreement, the CHA shall immediately return to DOAH all documents containing the Case Information, whether tangible, electronic or otherwise, in its custody, possession or control. Breach of the provisions of this paragraph shall be deemed a material breach that will allow the City, at its sole option, to immediately terminate this Agreement.

5. <u>**Compensation**</u>. The parties agree that each shall be responsible for its own costs and expenses incurred in performance of its obligations under this Agreement.

6. <u>**Term of Agreement**</u>. This Agreement is for a term commencing on its Effective Date and shall expire ten (10) years thereafter, unless terminated sooner as provided herein. Either party may terminate this Agreement for convenience or for any reason upon giving thirty (30) days written notice to the other party.

7. <u>**Notices**</u>. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, including e-mail; (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City:	City of Chicago Department of Administrative Hearings Attention: Director 740 North Sedgwick Street, 6th Floor Chicago, Illinois 60654
With a copy to:	City of Chicago Department of Law Attention: Finance and Economic Development Division City Hall, Room 600 121 N. LaSalle Street Chicago, Illinois 60602
To the CHA:	Chicago Housing Authority Attention: General Superintendent 60 East Van Buren Chicago, Illinois 60605
With a copy to:	Chicago Housing Authority General Counsel 60 East Van Buren Chicago, Illinois 60605

Such addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8. **Limitation of Liability.** No member, official or employee of the City shall be personally liable to the CHA or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the CHA from the City or any successor in interest or on any obligation under the terms of this Agreement.

9. **Hold Harmless.** The CHA agrees to hold the City, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fine or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to the unauthorized use, access to and/or release of the Case Information resulting from the acts or omissions, including negligence or misconduct of the CHA, its employees, agents or subcontractors in the performance of this Agreement.

10. **<u>Force Majeure</u>.** The CHA acknowledges that the City agrees to provide read-only monthly reports containing the Case Information to the CHA as an accommodation to the CHA. The City shall not be responsible for any failure to deliver information in a timely manner or at all, in the event that the City suffers a breakdown of its computer-stored information facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of the City to provide the services described in this Agreement. DOAH shall notify the CHA of any such event that may delay or preclude provision of the Case Information.

11. **<u>Governing Law and Jurisdiction</u>.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

12. **<u>Miscellaneous Provisions</u>:**

a. Integrated Agreement. This Agreement constitutes the entire agreement between the parties concerning access by the CHA to the Case Information and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

b. Assignment. The CHA may not assign any right or obligation hereunder without the prior express written consent of the City. Any attempted assignment in violation of this provision shall be void and of no effect.

c. Implementation. Each party hereto agrees to execute such further documents and take such further steps as the other party reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.

d. Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.

e. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of its provisions shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach.

f. Severability. If any provision(s) or clause(s) of this Agreement, or portion thereof, are held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of the provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion(s), and to this end such provisions are declared to be severable.

g. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only, and do not constitute a part of this Agreement.

h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the date first written above.

CITY OF CHICAGO, DEPARTMENT OF ADMINSTRATIVE HEARINGS

By: ______________________

Patricia Jackowiak
Director/Chief Administrative Law Judge

CHICAGO HOUSING AUTHORITY

By: ______________________

Michael R. Merchant
Chief Executive Officer

Approved by:

____

Chicago Housing Authority
Office of the General Counsel

City of Chicago

O2014-6327

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement with Chicago Park District regarding Tax Increment Financing assistance for Amundsen Park

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding TIF Assistance for Amundsen Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Chicago Park District (the "Park District") is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, the Park District has undertaken to rehabilitate and improve a parcel of land known as Amundsen Park (the "Project"), which is generally located at 6200 West Bloomingdale Avenue, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, the Property lies wholly within the boundaries of the Galewood/Armitage Industrial Redevelopment Area (as hereinafter defined); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted on July 7, 1999 and published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages 6234 to 6340, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Galewood/Armitage Industrial Redevelopment Project Area" (the "Galewood/Armitage Industrial Redevelopment Area"); (ii) designated the Galewood/Armitage Industrial Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Galewood/Armitage Industrial Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Galewood/Armitage Industrial Redevelopment Area shall be known as the "Galewood/Armitage Increment"); and

WHEREAS, the City, by and through its Department of Planning and Development ("DPD") wishes to make available to the Park District a portion of the Galewood/Armitage Increment in an amount not to exceed a total of $2,850,000, for the purpose of reimbursing the Park District for expenses incurred in the rehabilitation and improvement of the Property (the "TIF-Funded Improvements") in the Galewood/Armitage Industrial Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Galewood/Armitage Industrial Redevelopment Area; and

WHEREAS, the Park District is a taxing district under the Act; and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, the City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for the City-Funded Improvements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality and to the approval of the Chief Financial Officer, the Commissioner of the DPD is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A to the Ordinance

[Subject to Survey and Title Commitment]

Legal Description

General Location: 6200 West Bloomingdale Avenue

P.I.N.: 13-32-304-001 and 13-32-305-001

Legal Description:

THE NORTH HALF (N.1/2) OF BLOCK TWENTY-THREE (23) WITH VACATED GARDEN STREET LYING BETWEEN THE WEST LINE OF SAID PREMISES AND THE EAST LINE OF BLOCK TWENTY-TWO (22) AND LOTS THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18) IN BLOCK TWENTY-FOUR (24) ALL IN GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER (S.E. 1/4) OF SECTION THIRTY-ONE (31) WITH THE SOUTH WEST QUARTER (S.W. ¼) OF SECTION THIRTY-TWO (32), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOTS ONE (1) TO FIFTEEN (15) BOTH INCLUSIVE IN S.C. ANDERSON'S SUBDIVISION OF THE SOUTH HALF OF BLOCKS TWENTY-TWO (22) AND TWENTY-THREE (23) IN A. GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION THRITY-ONE (31), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.
AND OF THE SOUTH WEST QUARTER OF SECTION THRITY-TWO (32), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOTS ONE AND TWO IN BLOCK TWENTY-FOUR (24) IN GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION THIRTY-ONE (31), WITH THE SOUTH WEST QUARTER OF SECTION THIRTY-TWO (32), TOWNSHIP FORTY (40), NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BLOCK TWENTY-FOUR (24) IN A. GALE'S SUBDIVISION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-ONE (31) AND THE SOUTHWEST QUARTER (SW ¼) OF SECTION THRITY-TWO (32), TOWNSHIP FORTY (40), NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL IMPROVEMENTS THEREON.

THE SOUTH TWO HUNDRED TWENTY-FIVE (225) FEET OF BLOCK TWENTY-FIVE (25); ALSO THE SOUTH TWO HUNDRED TWENTY-FIVE (225) FEET OF VACATED ALLEY IN SAID BLOCK TWENTY-FIVE (25) , IN GALE'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION THIRTY-ONE (31) AND THE SOUTHWEST QUARTER OF SECTION THIRTY-TWO (32) , TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN

BLOCK TWENTY FIVE (25) (EXCEPT THE SOUTH TWO HUNDRED TWENTY FIVE (225) FEET THEREOF) IN GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION THIRTY ONE (31) AND THE SOUTH WEST QUARTER OF SECTION THIRTY TWO (32), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH VACATED ALLEY IN SAID BLOCK TWENTY FIVE (25) EXCEPT THE SOUTH TWO HUNDRED TWENTY FIVE (225) FEET THEREOF; ALSO THE SOUTH HALF OF COURTLAND STREET, NOW VACATED, LYING BETWEEN THE EAST AND THE WEST LINES OF SAID BLOCK TWENTY FIVE (25), EXTENDED NORTH

LOT THIRTEEN (13) IN BLOCK TWENTY-FOUR (24) IN GALES'S SUBDIVISION OF THE SOUTH EAST QUARTER (SE ¼) OF SECTION THIRTY-ONE (31) AND THE SOUTH WEST QUARTER (SW ¼)OF SECTION THIRTY TWO (32), TOWNSHIP FORTY (40), NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN.

EXHIBIT B to the Ordinance

Intergovernmental Agreement

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
AMUNDSEN PARK**

This Agreement is made this ___ day of______, 20__ (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Planning and Development ("**DPD**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of parks within the corporate limits of the City.

C. The Park District seeks payment or reimbursement of funds expended for the rehabilitation of and improvements made to Amundsen Park (the "**Project**"), a 14 acre park located at 6200 West Bloomingdale Avenue and legally described in **Exhibit A** (the "**Property**").

D. The Park District owns the Property that lies wholly within the boundaries of the Galewood/Armitage Industrial Redevelopment Area (as hereinafter defined).

E. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq*., as amended from time to time (the "**Act**"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on July 7, 1999 and published in the Journal of the Proceedings of the City Council (the "**Journal**") for said date at pages 6234 to 6340, the City Council: (i) approved and adopted a redevelopment plan and project (the "**Plan**") for a portion of the City known as the "Galewood/Armitage Industrial Redevelopment Project Area" (the "**Galewood/Armitage Redevelopment Area**"); (ii) designated the Galewood/Armitage Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Galewood/Armitage Redevelopment Area.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs. (Increment collected from the Galewood/Armitage Industrial Redevelopment Project shall be known as the "**Galewood/Armitage**

Increment").

H. DPD wishes to make available to the Park District a portion of the Galewood/Armitage Increment in an amount not to exceed a total of $2,850,000 (the "**TIF Assistance**"), subject to **Section 2.6**, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Galewood/Armitage Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Galewood/Armitage Redevelopment Area.

J. The Park District is a taxing district under the Act.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

L. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

M. On ____________, the City Council adopted an ordinance published in the Journal for said date at pages ________ to _______, (the "**Authorizing Ordinance**"), among other things, authorizing the execution of this Agreement.

N. On January 15, 2014, the Park District's Board of Commissioners passed a resolution expressing its desire to cooperate with the City in the completion of the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. [INTENTIONALLY OMITTED – relating to the acquisition/conveyance of property]

1.2. No later than 36 months from the Closing Date, or later as the Commissioner of DPD (the "**Commissioner**") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The plans and specifications for the Project (the "**Plans and Specifications**") shall at a minimum meet or shall have met the general requirements set forth in **Exhibit B** hereof and shall be provided to the City by the Park District prior to the disbursement of the TIF Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.4. The Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied, and operated as a public park.

1.5. The Park District shall include a certification of compliance with the requirements of **Sections 1.2, 1.3, and 1.4** hereof with the request for the TIF Assistance hereunder at the time the Project is completed and prior to the disbursement of the TIF Assistance. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this **Section 2** and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District.

2.2. The City shall establish a special account within the Galewood/Armitage Industrial Redevelopment Area Special Tax Allocation Fund; such special account is or shall be known as the "**Amundsen Park Account**." Disbursement of TIF Assistance funds will be subject to the availability of Galewood/Armitage Increment in the Amundsen Park Account, subject to all restrictions on and obligations of the City contained in all Galewood/Armitage Ordinances, or relating to the Galewood/Armitage Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

2.3.1. the Park District has satisfactory title to the Property, which may be evidenced by an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District; and

2.3.2. [Intentionally Omitted – relating to title imperfections]

2.3.3. the Park District has satisfied the conditions stated in this **Section 2.3** within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may request that a certificate(s) of expenditure in the form of **Exhibit D** hereto ("**Certificates of Expenditure**") be processed and executed periodically, but in no event more frequently than quarterly. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to the City. Delivery by the Park District to the City of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

2.4.1. the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

2.4.2. all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

2.4.3 the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.4. the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in **Section 2.4** are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6. The current estimate of the cost of the Project is $2,850,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will reimburse the Park District with the TIF Assistance for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. **Exhibit C** contains a preliminary list of capital improvements, land assembly costs, relocation costs, financing costs, and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the TIF Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of TIF Assistance on the Project, the Commissioner, based upon the Project budget, may make such modifications to **Exhibit C** as he or she wishes in his or her discretion to account for all of the TIF Assistance to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this **Section 2**. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM.

3.1. The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Galewood/Armitage Industrial Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

3.2. [Intentionally Omitted – related to conveyance]

3.3. [Intentionally Omitted – related to conveyance]

3.4. [Intentionally Omitted – related to conveyance]

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.3. [Intentionally Omitted – relating to environmental remediation]

SECTION 5. INSURANCE.

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

5.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000.

5.1.5. Self Insurance. To the extent permitted by applicable Law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in **Section 8.13**, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. Intentionally Omitted.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. <u>INDEMNITY / NO PERSONAL LIABILITY</u>.

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this **<u>Section 6.1</u>** shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT.

7.1. [Intentionally omitted – relating to title]

7.2. If the Park District, without the City's written consent, fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.3. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in **Section 7.2** and such default is not cured as described in **Section 7.4** hereof, the City may terminate this Agreement.

7.4. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in **Section 8.13** hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.5. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinances. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

8.2. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other.

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts; with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties, shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

8.13. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City:

City of Chicago
Department of Planning and Development
Attention: Commissioner
121 N. LaSalle Street, 10th Floor
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to:

City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District:

Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5726 (Fax)

With copies to:

Chicago Park District
General Counsel
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5328 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8.14. Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City:

Nelson Chueng
City of Chicago
Department of Planning and Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-1074
(312) 744-6550 (Fax)

For the Park District:

Rob Rejman
Director of Planning, Construction and Facilities

Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

8.16. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

[The remainder of this page is intentionally blank.]

[Signatures appear on the following page.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Planning and Development

By:________________________________

Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate

By:________________________________

Michael P. Kelly
General Superintendent and CEO

ATTEST

By: ________________________________

Kantrice Ogletree
Secretary

Exhibit A

Legal Description
[Subject to Survey and Title Commitment]

General Location : 6200 West Bloomingdale Avenue

P.I.N.: 13-32-304-001 and 13-32-305-001

Legal Description:

THE NORTH HALF (N.1/2) OF BLOCK TWENTY-THREE (23) WITH VACATED GARDEN STREET LYING BETWEEN THE WEST LINE OF SAID PREMISES AND THE EAST LINE OF BLOCK TWENTY-TWO (22) AND LOTS THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18) IN BLOCK TWENTY-FOUR (24) ALL IN GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER (S.E. 1/4) OF SECTION THIRTY-ONE (31) WITH THE SOUTH WEST QUARTER (S.W. ¼) OF SECTION THIRTY-TWO (32), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOTS ONE (1) TO FIFTEEN (15) BOTH INCLUSIVE IN S.C. ANDERSON'S SUBDIVISION OF THE SOUTH HALF OF BLOCKS TWENTY-TWO (22) AND TWENTY-THREE (23) IN A. GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION THRITY-ONE (31), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN. AND OF THE SOUTH WEST QUARTER OF SECTION THRITY-TWO (32), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOTS ONE AND TWO IN BLOCK TWENTY-FOUR (24) IN GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION THIRTY-ONE (31), WITH THE SOUTH WEST QUARTER OF SECTION THIRTY-TWO (32), TOWNSHIP FORTY (40), NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BLOCK TWENTY-FOUR (24) IN A. GALE'S SUBDIVISION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-ONE (31) AND THE SOUTHWEST QUARTER (SW ¼) OF SECTION THRITY-TWO (32), TOWNSHIP FORTY (40), NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL IMPROVEMENTS THEREON.

THE SOUTH TWO HUNDRED TWENTY-FIVE (225) FEET OF BLOCK TWENTY-FIVE (25); ALSO THE SOUTH TWO HUNDRED TWENTY-FIVE (225) FEET OF VACATED ALLEY IN SAID BLOCK TWENTY-FIVE (25) , IN GALE'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION THIRTY-ONE (31) AND THE SOUTHWEST QUARTER OF SECTION THIRTY-TWO (32) , TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN

BLOCK TWENTY FIVE (25) (EXCEPT THE SOUTH TWO HUNDRED TWENTY FIVE (225) FEET THEREOF) IN GALE'S SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION THIRTY ONE (31) AND THE SOUTH WEST QUARTER OF SECTION THIRTY TWO (32), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH VACATED ALLEY IN SAID BLOCK TWENTY FIVE (25) EXCEPT THE SOUTH TWO HUNDRED TWENTY FIVE (225) FEET THEREOF; ALSO THE SOUTH HALF OF COURTLAND STREET, NOW VACATED, LYING BETWEEN THE EAST AND THE WEST LINES OF SAID BLOCK TWENTY FIVE (25), EXTENDED NORTH

LOT THIRTEEN (13) IN BLOCK TWENTY-FOUR (24) IN GALES'S SUBDIVISION OF THE SOUTH EAST QUARTER (SE ¼) OF SECTION THIRTY-ONE (31) AND THE SOUTH WEST QUARTER (SW ¼)OF SECTION THIRTY TWO (32), TOWNSHIP FORTY (40), NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN.

<u>Exhibit B</u>

Plans and Specifications

See attached

[To be attached at closing]

Exhibit C

Project Budget / TIF-Funded Improvements

Design and survey	$ 275,000
Athletic turf field	$ 900,000
Drainage	$ 300,000
Soil and foundation	$ 300,000
New track	$ 600,000
Restoration of baseball field	$ 350,000
Contingency	$ 125,000
Total	$ 2,850,000

Exhibit D

Form of Certificate of Expenditure

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The affiant, Chicago Park District (the "Park District"), an Illinois municipal corporation, hereby certifies that with respect to that certain Intergovernmental Agreement between the Park District and the City of Chicago dated _______________, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_______________, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

$_________________

C. The Park District requests reimbursement for the following cost of TIF-Funded Improvements:

$_________________

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Park District hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Park District is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute a Default, exists or has occurred.

iii. The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.

4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

Park District

By:__________________________
Name
Title:__________________

Subscribed and sworn before me this ___ day of _____________, _____.

____
My commission expires:_________

Agreed and accepted:

____
Name
Title:____________________
City of Chicago
Department of Planning and Development

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-5825

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	License agreement with Village of Elmwood Park for use of City-owned property at 4201 N Oak Park Ave
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of license agreements for occupancy of property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago as licensor, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a License Agreement with the Village of Elmwood Park, as licensee, governing the Village of Elmwood Park's use of City-owned property located at 4201 North Oak Park Avenue; such License Agreement to be approved by the Commissioner of the Department of Streets and Sanitation and approved as to form and legality by the Corporation Counsel in substantially the following form:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**Agreement**") is made and entered into this _______ day of _______________, 2014 (the "**Commencement Date**"), by and between the **CITY OF CHICAGO,** an Illinois Municipal Corporation and Home Rule of Government (the "**City**") and the **VILLAGE OF ELMWOOD PARK,** Illinois municipal corporation and home rule unit of government (the "**Village**").

RECITALS

WHEREAS, the City owns the real property located at 4201 North Oak Park Avenue, Chicago, Illinois; and

WHEREAS, the 4201 North Oak Park Avenue property is vacant land utilized by the City's Department of Streets and Sanitations for salt storage and related municipal operations; and

WHEREAS, the Village requires access to vacant land for the placement of salt for use by the Village's Public Works Department during snow events; and

WHEREAS, the Village does not have access to vacant land near the Village's operations from which to store salt; and

WHEREAS, the 4201 North Oak Park Avenue property has sufficient spatial capacity to allow the Village to store the Village's salt without interfering with the City's municipal operations on the 4201 North Oak Park Avenue property; and

WHEREAS, the Village has requested access to a portion of the 4201 North Oak Park Avenue property, as delineated in **Exhibit A**, attached hereto and made a part hereof, for the placement, storage, and periodic removal of salt by Village's Public Works Department and the City has agreed to grant the Village such access upon the terms and conditions set forth herein; and

WHEREAS, the proposed access will help the Village streamline the Village's snow preparedness, and shall improve pedestrian safety and traffic congestion during the snow season along multiple streets in the Village, including, but not limited to, major streets shared between the City and the Village; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 *et seq.*) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services; and

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

1.1 Grant. Upon the terms and conditions hereinafter specified, the City hereby provides the Village the right to use and occupy the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

> Approximately 12,573 square feet of vacant land located at 4201 North Oak Park Avenue, Chicago, Cook County, Illinois as delineated on **Exhibit A** attached hereto and made a part hereof (the "**Premises**" - part of PIN 13-18-409-081).

This Agreement creates a license only and the Village acknowledges and agrees that the Village shall not hold or claim at any time an interest or estate of any kind whatsoever in the Premises by virtue of this Agreement or the Licensee's use of the Premises.

SECTION 2. TERM

2.1 Term. The term of this Agreement (the "**Term**") shall begin on the Commencement Date and shall end on December 31, 2017, unless sooner terminated, as set forth in this Agreement.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. The Village shall pay rent for access and use of the Premises in the amount of:

> One Dollar ($1.00) for the Term, with the receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Taxes. The Village acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. The Village shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the Premises (including any interest and penalties) where attributable to the Village's use of the Premises. The Village shall pay such amounts and the Village shall provide City with proof of such payment within ten (10) days of such payment. The Village further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result the Village shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the Premises (including any interest and penalties) on account of the Village's use for at least one year after the Village vacates the Premises. The Village failure to pay any such taxes shall constitute a default under this Agreement. Notwithstanding the foregoing, nothing herein shall preclude the Village from contesting any charge or tax levied against the Premises. The failure of the Village to pay such taxes during the pendency of the contest shall not constitute a default under this Agreement. The Village's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement.

3.3 Utilities. The Village shall pay when due all charges, if any, for utility services used in or supplied to the Premises for the Village's benefit.

3.4 Accord and Satisfaction. No payment by the Village or receipt by the City of a lesser amount than any amounts due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. The City may accept such check or payment without prejudice as to the City's right to recover the balance of such installment or payment to pursue any other remedies available to the City.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ACCESS, USE, ALTERATIONS AND ADDITIONS

4.1 Covenant of Quiet Enjoyment. The City covenants and agrees that the Village, upon paying the rent and upon observing and keeping the covenants, agreements, and conditions of this Agreement on its part to be kept, observed, and performed, shall lawfully and quietly hold, occupy, and enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or molestation by the City or by any person or persons claiming under the City.

4.2 Right of Access. The City shall have the right of unrestricted access to the entire 4201 North Oak Park Avenue property and the Premises in order to further any possible future development of the Premises. The City shall schedule any required entry to the Premises so as to minimize any interference with the Village's use of Premises.

4.3 Use of the Premises. The Village covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments (collectively the "**Laws**") which may be applicable to the Premises or to the use or manner of use of the Premises. The Village shall not use the Premises in a manner that would violate any Laws. Any activities on the Premises must be limited to the Village's placement, storage, and periodic removal of salt (the "**Use**"). The Village shall also have access through the 4201 North Oak Park Avenue property in order to gain access to the Premises. The Village agrees that in utilizing the Premises, the Village shall not discriminate against any member of the public because of race, creed, color, sexual orientation, age, political perspective, immigration status, or national origin. The Village shall not charge a fee for Use of the Premises.

4.4 Alterations and Additions. The Village may not make any alterations, additions, and improvements to the Premises, without the express written consent of the Commissioner of the Department of Fleet and Facility Management.

SECTION 5. ASSIGNMENT, SUBAGREEMENT, AND LIENS

5.1 Assignment and Sublease. The Village shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof without the express written consent of the Commissioner of the Department of Fleet and Facility Management in each instance.

5.2 Village's Covenant against Liens. The Village, the Village's contractors, or the Village's subcontractors, shall not cause or permit any lien or encumbrance, whether created by act of the Village (or the Village's contractors or subcontractors), operation of law or otherwise, to attach to or be placed upon the City's title or interest in the Premises. All liens and encumbrances created by the Village shall attach to the Village's interest only.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Village shall procure and maintain, or cause the Village's contractors, subcontractors or consultants that are undertaking the Use to procure and maintain, at the Village's sole expense (or the expense of its contractors or subcontractors as applicable), during the entire term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all Work under this Agreement, whether performed by or on behalf of the Village.

(a) Worker's Compensation and Employer's Liability Insurance. The Village and its contractors and subcontractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $100,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary and Umbrella). The Village and its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of $1,000,000 if the subcontract amount is less than $100,000. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with - no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Activity.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Activity, the Village and its contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of $1,000,000 if the subcontract amount is less than $100,000. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

The Village shall deliver, or cause its contractors or subcontractors to deliver, to the City certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from the Village (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. The Village shall advise all insurers of the insurance requirements set forth herein and the nature of its use of the Premises. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve the Village of the obligation to provide insurance as specified herein. The City may terminate this Agreement for non-fulfillment of the insurance conditions, and retains the right to stop work until proper evidence of insurance is provided.

The Village (or its contractors or subcontractors as applicable) shall be responsible for any and all deductibles or self-insured retentions. The Village agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. The Village expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit the Village's liabilities and responsibilities specified in this Agreement or by law. The Village expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Village (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Village shall require all contractors and subcontractors to maintain the above-described coverage, or the Village may provide such coverage for its contractors and subcontractors. If the Village or any contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the Premises, material, supplies, or equipment to be used by the Village or any of its contractors or subcontractors in connection with the Activity.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.2 Indemnification. The Village shall indemnify, defend, and hold the City harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), and loss or damage to personal property, whether such claim is related to or arises from personal injury, property damage, or property loss which may be expended by or accrue against, be charged to, or be recovered from the City or the Village by reason of the Village's performance of or failure to perform any of the Village's obligations under this Agreement, or the Village's negligent acts or failure to act, or resulting from the acts or failure to act of the Village's or any of the Village's contractors, respective officers, directors, agents, employees, or invitees (the "**Agents**").

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

7.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises. Nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Agreement.

7.2 Duty to Comply with Governmental Ethics Ordinance. The City and the Village shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or Agreement negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by the Village shall be construed to be a month to month license beginning on January 1, 2018 (the "**Holding Over**") and the rent shall be the same as listed in Section 3.1 of this Agreement. During such Holding Over all other provisions of this Agreement shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

9.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by the Village to the City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to the City as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street - Room 300
Chicago, Illinois 60602

or at such other place as the City may from time to time designate by written notice to the Village. All notices, demands, and requests by the City to the Village shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Village as follows:

Village Manager
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, Illinois 60707

or at such other place as the Village may from time to time designate by written notice to the City. Any notice, demand or request which shall be served upon the Village by the City, or upon the City by the Village, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

9.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms, and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term, or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

9.3 Governing Law. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.

9.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner, except by an instrument in writing executed by the parties hereto.

9.5 Captions and Section Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement, nor in any way affect this Agreement.

9.6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

9.7 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

9.9 Authorization to Execute Agreement. The parties executing this Agreement hereby represent and warrant that they are the duly authorized and acting representatives of the City and the Village respectively and that by their execution of this Agreement, it became the binding obligation of the City and the Village respectively, subject to no contingencies or conditions except as specifically provided herein.

9.10 Termination of Agreement. The City and the Village shall have the right to terminate this Agreement for any reason without prepayment or penalty by providing sixty (60) days prior written notice at any time after the Commencement Date.

9.11 Force Majeure. When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

9.12 Amendments. From time to time, the parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to the Village's use of the Premises and/or the City's administration of the Agreement including, but not limited to, expansion, reduction, or relocation of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Agreement term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and the Village. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

9.13 No Construction against Preparer. This Agreement shall not be interpreted in favor of either the City or the Village. The City and the Village acknowledge that both parties participated fully in the mutual drafting of this Agreement.

SECTION 10. ADDITIONAL RESPONSIBILITIES OF THE VILLAGE

10.1 Condition upon Termination. Upon the termination of this Agreement, the Village shall surrender the Premises to the City in a comparable condition to the condition of the Premises as of the Commencement Date, with normal wear and tear excepted.

10.2 No Representations or Warranties; Release of City Parties. The City makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the Premises or the suitability of the Premises for any purpose whatsoever. The Village agrees to enter upon the Premises in their "as is," "where is" and "with all faults" condition and at the Village's and its Agent's own risk. The Village, on behalf of itself and its Agents, acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or any of the City Parties with respect thereto. The Village, on behalf of itself and its Agents, hereby releases, relinquishes and forever discharges the City from and against any and all claims that the Village or any of its Agents now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, (a) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of hazardous substances in, on, under or about the Premises, (b) the condition of title to the Premises, including, without limitation, any easements, encroachments, covenants, restrictions of record and not shown of record, and any other title defects; and (c) any entry upon or use of the Premises by or on behalf of the Village or its Agents.

10.3 Maintenance. The Village shall keep the Premises clean and free of debris. The Village acknowledges that the City shall not have any maintenance or custodial obligations with respect to the Premises or with respect to the Village's use of the Premises.

10.4 Illegal Activity. The Village, or any of its agents and employees, shall not perform or permit any practice that is injurious to the Premises or increases the rate of any applicable insurance on the Premises.

10.5 Hazardous Materials. The Village shall keep out of Premises materials which cause a fire hazard or safety hazard. The Village shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

10.6 Alcohol and Drugs. The Village agrees that no alcoholic beverages of any kind or illegal drugs be sold, given away, or consumed on the Premises by anyone acting through or on behalf of the Village.

10.7 Security. The Village shall be responsible for properly securing and safeguarding the Village's salt, the Village's equipment, other vehicles, or materials placed on the Premises under this Agreement by the Village. The Village acknowledges that the City shall not have any security responsibilities relative to the Village's salt, the Village's equipment, other vehicles, or materials placed on the Premises under this Agreement by the Village.

10.8 Snow Removal. The Village acknowledges that the City shall not have any snow removal responsibilities with respect to the Premise or with respect to the 4201 North Oak Park Avenue property.

10.9 No Substitute for Required Permitting. The Village must secure all permits and approvals, if any, that may be required to undertake the Use. The Village understands that this Agreement shall not act as a substitute for any other permitting or approvals that may be required to undertake the Use.

10.10 Vandalism and Repairs. The Village shall be responsible for any damage to the Premises or the 4201 North Oak Park Avenue property caused by all acts and omissions, including, but not limited to, vandalism and/or negligence of the Village and its Agents.

10.11 Usage Restrictions. The Village shall not charge a fee for use of the Premises. The Village shall not create excessive noise, disruptions, or otherwise interfere or conflict with the residential, commercial, and educational nature of the adjacent neighborhood. The Village shall coordinate any access and operational issues with the City's Department of Streets and

Sanitation. The Village shall not interfere with any of the operations of the City's Department of Streets and Sanitation. The Premises shall not be used for any religious or political purposes. The Village shall place protective tarps over any salt placed on the Premises in order to protect the adjoining areas and neighborhood from salt exposure. From time to time the City may reasonably require that the Village relocate the Village's operations to other sections of the 4201 North Oak Park Avenue property.

10.12 No Other Rights. This Agreement does not give the Village any other right with respect to the Premises or the 4201 North Oak Park Avenue property. Any rights not specifically granted to the Village by and through this Agreement are reserved exclusively to the City. Execution of this Agreement does not obligate the City in any manner and the City shall not undertake any additional duties or services.

10.13 Future Site Development. The Village acknowledges that the City's Department of Planning and Development and/or its successor department(s) shall actively market the Premises and the 4201 North Oak Park Avenue property for future development. The Village understands that the development of the Premises and the 4201 North Oak Park Avenue property is critical to the continued economic vibrancy of the area. In the event of any disposition of the Premises or the 4201 North Oak Park Avenue property, the Village's sole remedy is to vacate the Premises. In the event of the City's sale of the Premises or the 4201 North Oak Park Avenue property, the City shall not be under any obligation to provide the Village with alternative locations for the Village's operations.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Commencement Date.

CITY:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:____________________________________
Commissioner

DEPARTMENT OF STREETS AND SANITATION

By:____________________________________
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: THE DEPARTMENT OF LAW

By:____________________________________
Deputy Corporation Counsel
Real Estate Division

VILLAGE:

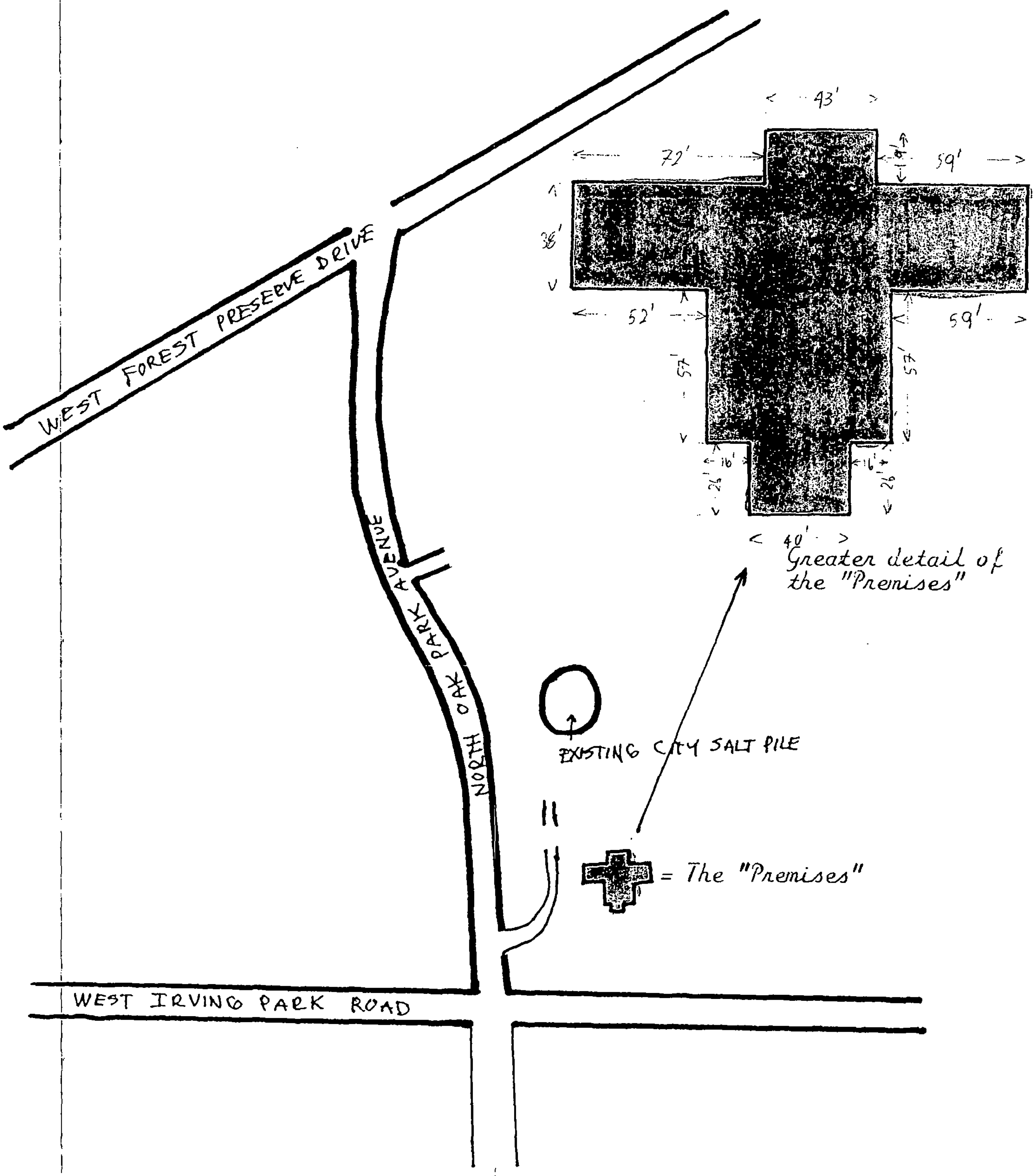
VILLAGE OF ELMWOOD PARK,
an Illinois Municipal Corporation and Home Rule Unit of Government

By:____________________________________

Name: __________________________________

Its:____________________________________

EXHIBIT A



43'
72'
19'
59'
38'
38'
52'
59'
57'
57'
16'
6'
26'
26'
40'
Greater detail of the "Premises"
WEST FOREST PRESERVE DRIVE
NORTH OAK PARK AVENUE
EXISTING CITY SALT PILE
= The "Premises"
WEST IRVING PARK ROAD

<u>SECTION 2</u>: This Ordinance shall be effective from and after the date of its passage and approval.

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-74

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Henry M. Leahy as member of Board of Examiners of Mason Contractors

Committee(s) Assignment: Committee on Zoning, Landmarks and Building Standards

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to the Board of Examiners of Mason Contractors.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ZON

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Henry M. Leahy as a member of the Board of Examiners of Mason Contractors for a term effective immediately and expiring April 30, 2015, to succeed Pete Marinopoulos, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-75

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Luciano Padilla, Jr. as member of Board of Examiners of Mason Contractors
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Luciano Padilla, Jr. as a member of the Board of Examiners of Mason Contractors for a term effective immediately and expiring April 30, 2015, to succeed Jerome F. Ready, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-76

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Melissa C. Hurley as member of Affirmative Action Advisory Board
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to the Affirmative Action Advisory Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

Bud 9

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Melissa C. Hurley as a member of the Affirmative Action Advisory Board for a term effective immediately and expiring February 15, 2016, to succeed Hedy M. Ratner, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-82

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Reyahd Kazmi as member of Commission on Human Relations
Committee(s) Assignment:	Committee on Human Relations

HUM REL.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Reyahd Kazmi as a member of the Commission on Human Relations for a term effective immediately and expiring July 1, 2017 to succeed Majdel S. Musa, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-86

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Cynthia Clemons-Young, M. Dolorine Lopez, Jonas A. Miglinas and Brenda E. Justice as members of Special Service Area No. 14, Marquette Park Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Cynthia Clemons-Young , M. Dolorine Lopez, Jonas A. Miglinas and Brenda E. Justice as members of Special Service Area No. 14, the Marquette Park Commission, for terms effective immediately and expiring September 10, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

City of Chicago

A2014-87

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Patricia E. Nelson, Alice Polk and Stephanie Sherman-Ratliff as members of Special Service Area No. 14, Marquette Park Commission
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Patricia E. Nelson, Alice Polk and Stephanie Sherman-Ratliff as members of Special Service Area No. 14, the Marquette Park Commission, for terms effective immediately and expiring September 10, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-88

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Jeremy M. Wechsler as member of Special Service Area No. 27, West Lakeview Commission
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Jeremy M. Wechsler as a member of Special Service Area No. 27, the West Lakeview Commission, for a term effectively immediately and expiring February 15, 2017, to succeed Frank S. Campise, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-89

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Judy Erwin as member of Special Service Area No. 48, Old Town Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Judy Erwin as a member of Special Service Area No. 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2016, to succeed Gary L. Niemand, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-91

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Appointment of Jacqueline Jackson as member of Special Service Area No. 61, Hyde Park Commission

Committee(s) Assignment: Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have appointed Jacqueline Jackson as a member of Special Service Area No. 61, the Hyde Park Commission, for a term effective immediately and expiring January 15, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

O2014-6042

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Annual Appropriation Ordinance Year 2014 amendment within Fund No. 925 for Chicago Police Department and Department of Transportation
Committee(s) Assignment:	Committee on Budget and Government Operations

Budg.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2014 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, in accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, the City through its Department of Police has been awarded federal grant funds in the amount of $35,000 by the Chicago Housing Authority which shall be used for the Altgeld-Riverside Consortium Partnership; and

WHEREAS, the City through its Department of Transportation has been awarded public funds in the amount of $2,000,000 by the Chicago Transit Authority which shall be used for the Chicago Transit Authority Infrastructure Improvement Program; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The sum of $2,035,000, not previously appropriated, representing increased grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2014. The Annual Appropriation Ordinance is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A
AMENDMENT TO THE 2014 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT
	ESTIMATE OF GRANT REVENUE FOR 2014		
	Awards from Agencies of the Federal Government	$1,495,197,500	$1,495,232,500
	Awards from Public and Private Agencies	33,089,000	35,089,000

925 - Grant Funds

Dept and Dept #, and Grant Name		STRIKE AMOUNT 2014 Anticip'd Grant	ADD AMOUNT 2014 Anticipated Grant	STRIKE AMOUNT (2014 TOTAL)- Includes anticipated carryover	ADD AMOUNT (2014 TOTAL) Includes anticipated carryover	STRIKE AMOUNT (2014 Total)	ADD AMOUNT (2014 Total)
57	**Chicago Police Department:** Altgeld-Riverside Consortium Partnership		$ 35,000				$ 35,000
84	**Chicago Department of Transportation:** Chicago Transit Authority Infrastructure Improvement		2,000,000				2,000,000

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-5879

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Section 4-92-052 regarding requirements for ancillary facilities
Committee(s) Assignment:	Committee on License and Consumer Protection

LIC -

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance amending Chapter 4-92 of the Municipal Code regarding requirements for ancillary facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

SECTION 1. Section 4-92-052 of the Municipal code of Chicago is hereby amended by adding the underlined text as follows:

4-92-052 Premises.

(a) No massage establishment shall receive a license or be operated, established or maintained unless the establishment shall comply with each of the following minimum regulations:

(1) All massage tables, lavatories and floors shall have surfaces which may be readily disinfected.

(2) Separate dressing, locker, toilet and massage room facilities shall be provided for female and male patrons, so that female and male patrons may be served simultaneously in the event that patrons of both sexes are permitted. Doors to the dressing rooms shall open inward and shall be self-closing.

(3) Toilet facilities shall be provided within the massage establishment. When five or more employees or patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. Lavatories shall be provided with both hot and cold running water and shall be installed in the toilet room. Lavatories shall be provided with soap and a dispenser with sanitary towels. <u>Toilet facilities available for public use at Chicago-O'Hare and Chicago-Midway International Airports shall be considered as compliance with the toilet facilities requirement of this section by a massage establishment located within either airport.</u>

(4) Closed cabinets shall be provided for use in the storage of clean linens, towels and other materials used in administering massages. All soiled linens, towels and other materials shall be kept in properly covered containers or cabinets which shall be kept separate from the clean storage areas.

(b) Subsections (a)(2), (a)(3) and (a)(4) of this section shall not apply to a massage establishment where all massages are administrated to patrons who are fully clothed and without the application of oils, creams, lotions or other liquids to the body of any patron.

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

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-5889

Meeting Date: 7/30/2014

Sponsor(s):
Emanuel (Mayor)
Burns (4)
Harris (8)
Beale (9)
Balcer (11)
Cardenas (12)
Burke (14)
Thompson (16)
Lane (18)
Cochran (20)
Brookins (21)
Chandler (24)
Solis (25)
Maldonado (26)
Burnett (27)
Graham (29)
Reboyras (30)
Austin (34)
Colón (35)
Sposato (36)
Mitts (37)
Cullerton (38)
O'Connor (40)
Pawar (47)
Moore (49)

Type: Ordinance

Title: Amendment of Municipal Code Titles 1, 2 and 4 regarding Chicago minimum wage

Committee(s) Assignment: Committee on Workforce Development and Audit

WKFORCE

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith, together with Aldermen Burns, Harris, Beale, Balcer, Cardenas, Burke, Thompson, Lane, Cochran, Brookins, Chandler, Solis, Maldonado, Burnett, Graham, Reboyras, Austin, Colon, Sposato, Mitts, Cullerton, Pat O'Connor, Pawar, and Moore, an ordinance adding a new Chapter 1-24 and associated Code amendments regarding wages.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, The City of Chicago is a home-rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Promoting the welfare of those who work within the City's borders is an endeavor that plainly meets this criterion; and

WHEREAS, After years of inaction by the United States Congress, it is time for cities and states to lift families out of poverty and stimulate the economy by raising the minimum wage; and

WHEREAS, A coalition of advocates and elected Illinois officials are leading an effort in Springfield to raise the state minimum wage, but, due to Chicago's higher cost of living, the proposed state increase is not enough; and

WHEREAS, Enacting a minimum wage for workers in Chicago that exceeds the state minimum wage is entirely consistent with the Illinois General Assembly's finding that it "is against public policy for an employer to pay to his employees an amount *less* than that fixed by" the Illinois Minimum Wage Law, 820 ILCS 105/2; and

WHEREAS, On May 20, 2014, Mayor Rahm Emanuel appointed a diverse group of community, labor, and business leaders, representing a cross-section of the numerous perspectives on this issue, and tasked them with developing a balanced proposal to raise the minimum wage for Chicago's workers; and

WHEREAS, The Minimum Wage Working Group held a series of meetings to hear evidence from and discuss the issue with a wide array of experts and stakeholders, convened five community meetings attended by hundreds of City residents, and received more than 200 public comments via the City's website; and

WHEREAS, On July 8, 2014, the Minimum Wage Working Group released its report, finding, among other things, that rising inflation has outpaced the growth in the minimum wage, leaving the true value of Illinois's current minimum wage of $8.25 per hour 32% below the 1968 level of $10.71 per hour (in 2013 dollars); and

WHEREAS, As the value of wages decline, the Great Recession has brought more families to the brink of economic collapse – according to the U.S. Census, 22.1% of Chicagoans live below the poverty level, compared to 13.7% of the Illinois population and 14.9% of the national population; and

WHEREAS, In Chicago, rent as a percentage of income has risen to 31%, from a historical average of 21%, and, according to U.S. Commerce Department data, Chicagoland is the only metropolitan region in Illinois that ranks above the national average in cost-of-living expenses; and

WHEREAS, Nearly 31% of the Chicago workforce makes $13.00 per hour or less – the median age of these workers is 33, two-thirds are over the age of 25, and a disproportionate share are women and/or minorities; and

WHEREAS, The increasing unaffordability of life in Chicago for so many of its residents illustrates the profound degree of wage inequality that President Barack Obama has described as "the defining issue of our time;" and

WHEREAS, The weight of research on previous minimum wage increases shows that raising the minimum wage has little or no adverse impact on employment and prices – to the contrary, according to the Economic Policy Institute, raising the minimum wage will help the economy at large, because workers' increased spending power will increase our nation's gross domestic product by about $33 billion and create approximately 140,000 jobs; and

WHEREAS, The Minimum Wage Working Group found that a 45% increase in the local minimum wage to $13.00 per hour, phased in over four years, will increase earnings for 31% of Chicago workers and boost the local economy by $800 million; and

WHEREAS, The Minimum Wage Working Group further found that phasing in the wage increase over time will allow businesses to adjust, and result in reasonable annual increases in expenses, ranging from approximately 1% to 2% each year; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals, as well as the report of Mayor Rahm Emanuel's Minimum Wage Working Group – "A Fair Deal for Chicago's Working Families: A Proposal To Increase the Minimum Wage" – are hereby incorporated as the findings of the City Council.

SECTION 2. Section 2-25-050 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

2-25-050 Powers and duties of the department.

(Omitted text is not affected by this ordinance)

(b) Powers and duties of the commissioner and the department. The powers and duties of the commissioner and department shall be as follows:

(Omitted text is not affected by this ordinance)

(19) To supervise the investigation, execution, and enforcement of <u>the Chicago Minimum Wage Ordinance, Chapter 1-24 of this Code,</u> the Toy Safety Ordinance, Chapter 7-36 of this Code, ~~and~~ the Condominium Ordinance, Chapter 13-72 of this Code, and any other ordinance administered or enforced by the department, including all rules or regulations pertaining thereto or promulgated thereunder;

(Omitted text is not affected by this ordinance)

SECTION 3. Section 2-92-320 of the Municipal Code of Chicago is hereby amended by deleting the language stricken and inserting the language underscored, as follows:

2-92-320 Ineligibility for city transactions – Other offenses.

(a) No person or business entity shall participate in a transaction as defined herein, and may have its current transactions permanently or temporarily suspended or canceled, if that person or business entity:

(Omitted text is not affected by this ordinance)

(5) has violated any regulation promulgated by the chief procurement officer that includes ineligibility as a consequence of its violation~~.~~; or

(6) has committed, within a 24-month period, three or more violations of Chapter 1-24 of this Code.

(Omitted text is not affected by this ordinance)

SECTION 4. Section 2-92-610 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-92-610 Contracts requiring a base wage.

(Omitted text is not affected by this ordinance)

B. Every contract of every eligible contractor shall contain a provision or provisions stipulating the wages required to be paid to the employees listed under paragraph A.1., and each such contract shall further contain provisions obligating the contractor or subcontractor of such contractor to pay its employees on work thereunder not less than the base wage, or the minimum hourly wage required under chapter 1-24 of this Code, whichever is greater.

(Omitted text is not affected by this ordinance)

SECTION 5. Title 1 of the Municipal Code of Chicago is hereby amended by adding a new chapter 1-24, as follows:

CHAPTER 1-24

THE CHICAGO MINIMUM WAGE ORDINANCE

1-24-010 Definitions.

For purposes of this chapter, the following definitions apply:

"Commissioner" means the commissioner of business affairs and consumer protection.

"Covered Employee" means any Employee who is not subject to any of the exclusions set out in Section 1-24-050 below, and who, in any particular two-week period, performs at least two hours of work for an Employer while physically present within the geographic boundaries of the City. For purposes of this definition, time a person spends traveling in the City that is uncompensated commuting time, or that is compensated time, but unrelated to deliveries, sales calls, or other business activity taking place within the City, shall not constitute work while physically present within the geographic boundaries of the City.

"Employee," "Occupation," and "Gratuities" have the meanings ascribed to those terms in the Minimum Wage Law.

"Employer" means any individual, partnership, association, corporation, limited liability company, business trust, or any person or group of persons that gainfully employs at least one Covered Employee. To qualify as an Employer, such individual, group, or entity must: (1) be subject to one or more of the license requirements in Title 4 of this Code; and/or (2) maintain a business facility within the geographic boundaries of the City.

"Fair Labor Standards Act" means the United States Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq., in force on the effective date of this chapter and as thereafter amended.

"Minimum Wage Law" means the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force on the effective date of this chapter and as thereafter amended.

"Sister Agency" means the Chicago Public Schools, the Chicago Park District, the Chicago Transit Authority, the City Colleges of Chicago, the Chicago Housing Authority, and the Public Building Commission.

"Subsidized Temporary Youth Employment Program" means any publicly subsidized summer or other temporary youth employment program through which persons aged 24 or younger are employed by, or engaged in employment coordinated by, a nonprofit organization or governmental entity.

"Subsidized Transitional Employment Program" means any publicly subsidized temporary employment program through which persons with unsuccessful employment histories and/or members of statistically hard-to-employ populations (such as formerly homeless persons, the long-term unemployed, and formerly incarcerated persons) are provided temporary paid employment and case-managed services under a program administered by a nonprofit organization or governmental entity, with the goal of transitioning program participants into unsubsidized employment.

"Tipped Employee" has the meaning ascribed that term in the Fair Labor Standards Act.

"Wage" means compensation due an Employee by reason of his employment.

1-24-020 Minimum Hourly Wage.

Except as provided in Sections 2-92-610 and 1-24-030 of this Code, every Employer shall pay no less than the following Wages to each Covered Employee for each hour of work performed for that Employer while physically present within the geographic boundaries of the City:

(a) Beginning on June 1, 2015, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by Fair Labor Standards Act; or (3) $9.50 per hour.

(b) Beginning on June 1, 2016, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) $10.75 per hour.

(c) Beginning on June 1, 2017, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) $12.00 per hour.

(d) Beginning on June 1, 2018, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) $13.00 per hour.

(e) Beginning on June 1, 2019, and on every June 1 thereafter, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) the City's minimum hourly Wage from the previous year, increased in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any increase in the City's minimum hourly Wage pursuant to this subsection 1-24-020(e) shall be rounded up to the nearest multiple of $0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before May 1, 2019, and on or before every May 1 thereafter, the commissioner shall make available to Employers a bulletin announcing the adjusted minimum hourly Wage for the upcoming year.

1-24-030 Minimum Hourly Wage In Occupations Receiving Gratuities.

(a) Every Employer of a Covered Employee engaged in an Occupation in which Gratuities have customarily and usually constituted part of the remuneration shall pay no less than the following Wages to each Covered Employee for each hour of work performed for that Employer while physically present within the geographic boundaries of the City:

(1) Beginning on June 1, 2015, the greater of: (A) the minimum hourly Wage set by the Fair Labor Standards Act for Tipped Employees; or (B) the minimum hourly Wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional $0.50 per hour.

(2) Beginning on June 1, 2016, the greater of: (A) the minimum hourly Wage set by the Fair Labor Standards Act for Tipped Employees; or (B) the minimum hourly Wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional $1.00 per hour.

(3) Beginning on June 1, 2017, and on every June 1 thereafter, the greater of (A) the minimum hourly Wage set by the Fair Labor Standards Act for tipped workers; or (B) the City's minimum hourly Wage from the previous year for workers who receive Gratuities, increased in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any increase in the City's minimum hourly Wage pursuant to this subsection 1-24-030(a)(3) shall be rounded up to the nearest multiple of $0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before May 1, 2017, and on or before every May 1 thereafter, the commissioner shall make available to Employers a bulletin announcing the adjusted minimum hourly Wage for the upcoming year.

(b) Each Employer that pays a Covered Employee the Wage described in subsection 1-24-030(a) shall transmit to the commissioner, in a manner provided by regulation, substantial evidence establishing: (1) the amount that the Covered Employee received as Gratuities during the relevant pay period; and (2) that no part of that amount was returned to the Employer. If an Employer is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the commissioner may allow the Employer to comply with this subsection 1-24-030(b) by filing a copy of the state documentation.

1-24-040 Overtime compensation.

The Wages set out in Sections 1-24-020 and 1-24-030 are subject to the overtime compensation provisions in the Minimum Wage Law.

1-24-050 Exclusions.

This chapter shall not apply to hours worked:

(a) By any person subject to subsection 4(a)(2) of the Minimum Wage Law, with the exception that the categories of Employees described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Minimum Wage Law shall be entitled to the Wages described in Sections 1-24-020 and 1-24-030 above, whichever applies.

(b) By any person to subsection 4(a)(3), subsection 4(d), subsection 4(e), Section 5, or Section 6 of the Minimum Wage Law.

(c) For any governmental entity other than the City, a category that, for purposes of this chapter, includes, but is not limited to, any Sister Agency, any unit of local government, the Illinois state government, and the government of the United States, as well as any other federal, state, or local governmental agency or department;

(d) For any Subsidized Temporary Youth Employment Program; or

(e) For any Subsidized Transitional Employment Program.

1-24-060 Application to Collective Bargaining Agreements.

Nothing in this chapter shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this Act. The requirements of this chapter may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

1-24-070 Notice and Posting.

Every Employer shall post in a conspicuous place at any facility where any Covered Employee works that is located within the geographic boundaries of the City a notice advising the Covered Employee of the current minimum Wages under this chapter, and of his rights under this chapter. The commissioner shall prepare and make available a form notice that satisfies the requirements of this Section 1-24-070.

1-24-080 Retaliation Prohibited.

It shall be unlawful for any Employer to discriminate in any manner or take any adverse action against any Covered Employee in retaliation for exercising any right under this chapter, including disclosing, reporting, or testifying about any violation of this chapter or regulations promulgated thereunder.

1-24-090 Enforcement – Regulations.

The department of business affairs and consumer protection shall enforce this chapter, and the commissioner is authorized to adopt regulations for the proper administration and enforcement of its provisions.

1-24-100 Violation – Penalty.

Any Employer who violates this chapter or any regulation promulgated thereunder shall be subject to a fine of not less than $500.00 nor more than $1,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

1-24-110 Private Cause of Action.

If any Covered Employee is paid by his Employer less than the Wage to which he is entitled under this chapter, the Covered Employee may recover in a civil action two times the amount of any such underpayments, together with costs and such reasonable attorney's fees as the court allows. An agreement by the Covered Employee to work for less than the Wage required under this chapter is no defense to such action.

SECTION 6. Section 4-4-320 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by adding the language underscored, as follows:

4-4-320 License denial, revocation, or suspension for certain offenses.

(a) The commissioner, for good and sufficient cause, may deny an application for any license issued under this Title 4 if~~, during the 5-year period prior to the date of the application, the applicant admitted guilt or liability or has been found guilty or liable in any judicial or administrative proceeding of committing or attempting to commit~~:

(1) during the 5-year period prior to the date of the application, the applicant admitted guilt or liability or has been found guilty or liable in any judicial or administrative proceeding of committing or attempting to commit a wilful violation, or two or more violations which do not include a wilful violation, of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, or any other federal or state law regulating the payment of wages; ~~or~~

(2) during the 5-year period prior to the date of the application, the applicant admitted guilt or liability or has been found guilty or liable in any judicial or administrative proceeding of committing or attempting to commit a violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 or the Collection Agency Act, 225 ILCS 425/1, or any other federal or state law regulating the collection of debt~~.~~; or

(3) during the 24-month period prior to the date of the application, the applicant admitted guilt or liability or has been found guilty or liable in any judicial or administrative proceeding of committing three or more violations of Chapter 1-24 of this Code.

(Omitted text is not affected by this ordinance)

SECTION 7. This ordinance shall take effect 10 days after its passage and publication.

City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-6070

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Expenditure of Open Space Impact Fee funds for 43rd Street Pedestrian Bridge Access Park
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

SP. EV.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Planning and Development ("DPD") has determined that the Fee-Paying Development built in the Community Areas listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Areas, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City of Chicago Department of Transportation ("CDOT") is replacing the 43rd street pedestrian bridge over Lake Shore Drive and desires to acquire an adjacent parcel of land in order to create an access park to the pedestrian bridge (the "Project") described on Exhibit A; and

WHEREAS, the DPD desires to reimburse CDOT from proceeds of the Open Space Fees from the Kenwood and Oakland Community Areas, in the amounts described on Exhibit A, for property acquisition costs and capital improvements relating to the Project; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, DPD has determined that the use of the Open Space provides a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Project will not be completed but for the use of the Open Space Fees; and

WHEREAS, DPD has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific funds set up by DOF for the corresponding Community Areas in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, DPD has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, DPD has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees, as proposed on Exhibit A, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. Open Space Fees in the amount not to exceed $173,281 ($109, 688 from the Kenwood Community Area and $63,593 from the Oakland Community Area) are hereby appropriated for the Project.

SECTION 4. The Commissioner or a designee of the Commissioner is each hereby authorized, to negotiate, execute and deliver such documents as may be necessary or appropriate to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel. Such documents may contain terms and provisions that the Commissioner deems appropriate.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A

DESCRIPTION OF PROJECT

43rd Street Pedestrian Bridge Access Park

Address:	Commonly known as 1163 East 43rd Street (the "Property")
Community Areas:	Kenwood – 39; Oakland – 36
Description of Project:	Property Acquisition and development of 43rd Street Pedestrian Bridge Access Park to be undertaken by CDOT for purposes of providing open space and recreational facilities to the public
Amount of Open Space Fees:	$173,281 total (to be provided as such: $109,688 from the Kenwood Community Area Open Space Fees Fund and $63,593 from the Oakland Community Area Open Space Fees Fund)

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City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-5850

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Acquisition of parcels for public use as Runway Protection Zone at Midway International Airport

Committee(s) Assignment: Committee on Aviation

AVIAT.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance conferring acquisition authority for the runway protection zone at Midway International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns and, through its Chicago Department of Aviation ("CDA"), operates the airport known as Chicago Midway International Airport ("Midway Airport"); and

WHEREAS, the City has determined that it is useful, desirable and necessary for the City to acquire for fair market value those certain parcels of real property located in the vicinity of Midway Airport that have been identified by the CDA as follows: Midway Parcel 153, commonly known as 5607-11 West 63rd Street, identified by Cook County as Permanent Index Number 19-20-203-017-0000; and Midway Parcel 154, commonly known as 5613 West 63rd Street, identified by Cook County as Permanent Index Number 19-20-203-016-0000 (collectively, the "Parcels"); and

WHEREAS, the Parcels are legally described on **Exhibit A** attached hereto and made a part hereof, and depicted on **Exhibit B** attached hereto and made a part hereof; and

WHEREAS, the Parcels are being acquired by the City for public purpose and use, namely, as a Runway Protection Zone or a Runway Safety Area, or both, as recognized by the Federal Aviation Administration ("FAA"); ***now, therefore,***

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance and are adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City acquire the Parcels for public purpose and use in furtherance of the City's ownership and operation of Midway Airport.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owners of the Parcels for the purchase of the Parcels.

SECTION 4. If the Corporation Counsel and the owner(s) of a Parcel are able to agree on the terms of the purchase,, the Corporation Counsel is authorized to purchase the Parcel in the name of and on behalf of the City for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any general airport revenue bonds previously issued, or grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of a Parcel on the terms of the purchase, or if an owner is incapable of entering into such a transaction with the City, or if an owner cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring fee simple title to the Parcel under the City's power of eminent domain. The above grant of authority shall be construed to authorize acquisition of fewer than all the Parcels and shall also be construed to authorize the acquisition of less than all of any particular Parcel.

SECTION 5. The Commissioner of CDA is authorized to execute such documentation as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall be effective upon its passage and approval.

EXHIBIT A

LEGAL DESCRIPTION OF PARCELS
TO BE ACQUIRED FOR
CHICAGO MIDWAY INTERNATIONAL AIRPORT

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOT 5 IN BLOCK 1 IN THE FIRST ADDITION TO CLEARING, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:	5613 WEST 63rd STREET CHICAGO, ILLINOI 60638
PERMANENT INDEX NUMBER:	19-20-203-016-0000

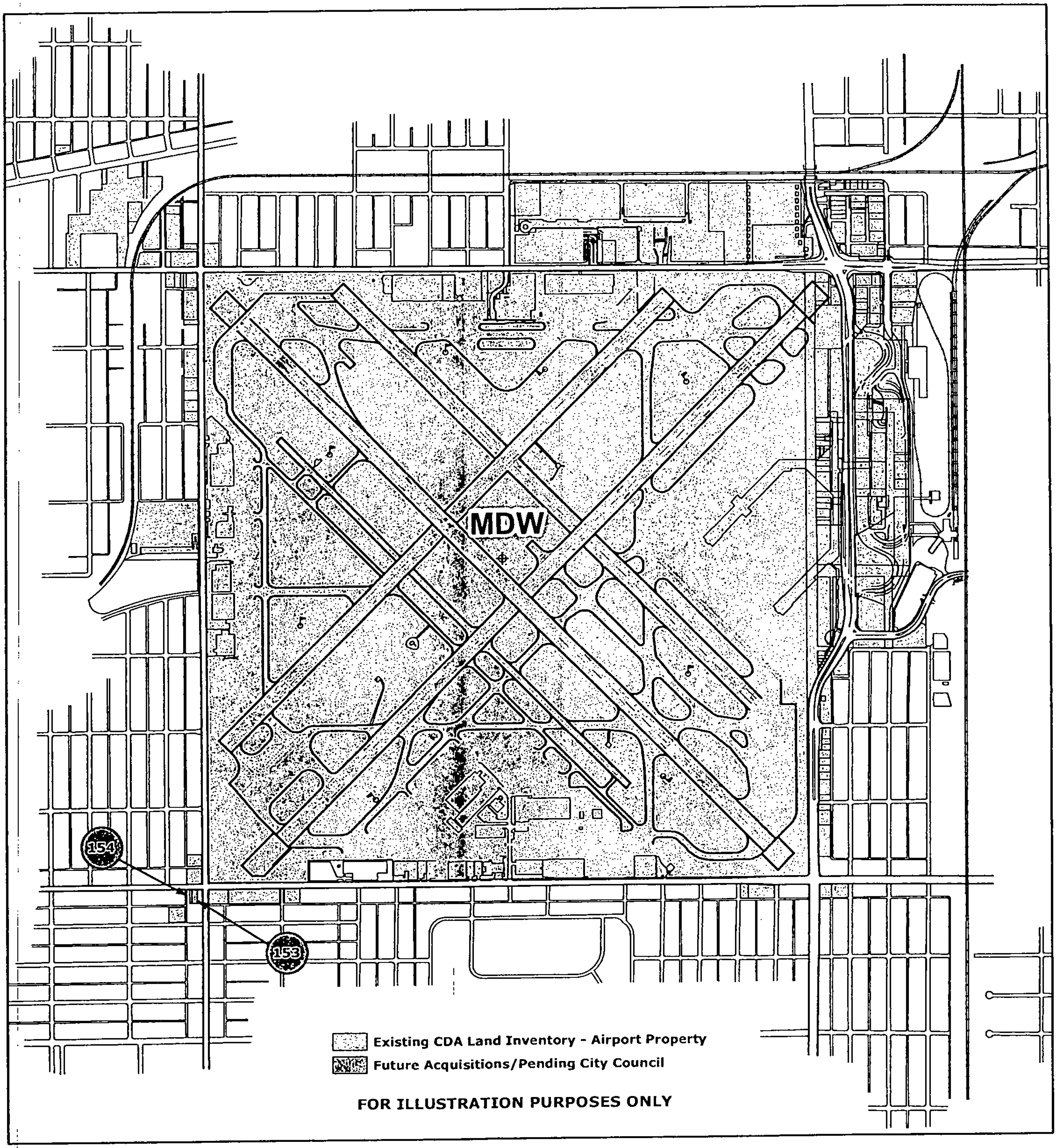
LOT 3 (EXCEPT THE EAST 6 ½ INCHES THEREOF) AND LOT 4 (EXCEPT THE WEST 6 INCHES THEREOF) IN BLOCK 1 IN THE FIRST ADDITION TO CLEARING, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:	5607-11 WEST 63rd STREET CHICAGO, ILLINOI 60638
PERMANENT INDEX NUMBER:	19-20-203-017-0000

EXHIBIT B

DEPICTION OF PARCELS
TO BE ACQUIRED FOR
CHICAGO MIDWAY INTERNATIONAL AIRPORT

(ATTACHED)



MDW
154
153
Existing CDA Land Inventory - Airport Property
Future Acquisitions/Pending City Council
FOR ILLUSTRATION PURPOSES ONLY

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-77

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Stephanie J. Hickman, Rajiv Khanna, Nancy Kiernan and Arabel A. Rosales as members of Affirmative Action Advisory Board

Committee(s) Assignment: Committee on Budget and Government Operations

Budg

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Stephanie J. Hickman, Rajiv Khanna, Nancy Kiernan, and Arabel A. Rosales as members of the Affirmative Action Advisory Board for terms effective immediately and expiring February 15, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-78

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Sam P. Toia and Sheila O'Grady as member of Zoning Board of Appeals

Committee(s) Assignment: Committee on Zoning, Landmarks and Building Standards

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Sam P. Toia and Sheila O'Grady as members of the Zoning Board of Appeals for terms effective immediately and expiring July 1, 2019.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-79

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Byron T. Brazier and Jose G. Maldonado as members of Public Building Commission
Committee(s) Assignment:	Committee on Zoning, Landmarks and Building Standards

HUM REL

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to the Commission on Human Relations.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ZON.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Byron T. Brazier and Jose G. Maldonado as members of the Public Building Commission for terms effective October 1, 2014 and expiring September 30, 2019.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-80

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Mona Noriega as member and chairperson of Commission on Human Relations
Committee(s) Assignment:	Committee on Human Relations

HUM REL

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to the Commission on Human Relations.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

HUM
REL.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Mona Noriega as a member and chairperson of the Commission on Human Relations for a term effective immediately and expiring July 1, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-81

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Leisa Y. Mosley and Curtis J. Tarver II as members of Commission on Human Relations
Committee(s) Assignment:	Committee on Human Relations

HUM. REL.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Leisa Y. Mosley and Curtis J. Tarver II as members of the Commission on Human Relations for terms effective immediately and expiring July 1, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

A2014-83

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Michael K. Forde, Lynette R. Santiago and Henry V. Wisniewski as members of Illinois International Port District Board
Committee(s) Assignment:	Committee on Transportation and Public Way

TRANSP.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Michael K. Forde, Lynette R. Santiago and Henry V. Wisniewski as members of the Illinois International Port District Board for terms effective immediately and expiring June 1, 2018.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-84

Meeting Date: 7/30/2014

Sponsor(s): Emanuel (Mayor)

Type: Appointment

Title: Reappointment of Charles R. Bowen as member of Illinois International Port District Board

Committee(s) Assignment: Committee on Transportation and Public Way

TRANSP.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I transmit herewith appointments to the Illinois International Port District Board.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

TRANSP.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Charles R. Bowen as a member of the Illinois International Port District Board for a term effective immediately and expiring June 1, 2019.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-85

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Larry R. Rogers, Sr. and Paula Wolff as members of Board of Trustees of Community College District No. 508
Committee(s) Assignment:	Committee on Education and Child Development

EDUC.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Larry R. Rogers, Sr. and Paula Wolff, as members of the Board of Trustees of Community College District No. 508 for terms effective immediately and expiring June 30, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

Office of the City Clerk

Document Tracking Sheet

A2014-90

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Reappointment of Darlene D. Crawford as member of Special Service Area No. 50, Calumet Heights/Avalon Commission
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

I have reappointed Darlene D. Crawford as a member of Special Service Area No. 50, the Calumet Heights/Avalon Commission for a term effective immediately and expiring July 28, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

City of Chicago

O2014-6680

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Public hearings to establish and reconstitute various Special Service Areas and amending 2014 Budget and associated Service Provider Agreement for Special Service Area No. 29-2014
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing public hearings to establish and reconstitute various Special Service Areas and an ordinance amending the 2014 Budget and associated Service Provider Agreement for Special Service Area 55.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

PUBLIC HEARING ORDINANCE

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, the City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 29-2014 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of fifteen (15) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.47 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2014 through and including 2028. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2014 is $489,785. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the area, and other technical assistance activities to promote commercial and economic development including, but not limited to: streetscape improvements; strategic planning including parking management studies; and enhanced land use oversight and control initiatives, which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Chicago Avenue from Western Avenue to Halsted Street; Damen Avenue from Chicago Avenue to Huron Street; Milwaukee Avenue from Augusta Avenue to Erie Street on both sides of the street and Division Street to Augusta Avenue on the East side of the street; Ogden Avenue from Fry Street to the Kennedy Expressway; Ashland Avenue from Division Street to Chicago Avenue; and Division Street from Milwaukee Avenue to the Kennedy Expressway on the South side of the street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 29-2014.

Notice is hereby given that at_______ o'clock ____.m., on the___________ day of __ , 2014 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 29-2014 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2014 through and including 2028. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the area, and other technical assistance activities to promote commercial and economic development including, but not limited to: streetscape improvements; strategic planning including parking management studies; and enhanced land use oversight and control initiatives, which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.47 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2014 is $489,785. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Chicago Avenue from Western Avenue to Halsted Street; Damen Avenue from Chicago Avenue to Huron Street; Milwaukee Avenue from Augusta Avenue to Erie Street on both sides of the street and Division Street to Augusta Avenue on the East side of the street; Ogden Avenue from Fry Street to the Kennedy Expressway; Ashland Avenue from Division Street to Chicago Avenue; and Division Street from Milwaukee Avenue to the Kennedy Expressway on the South side of the street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _______ day of ________________, 2014.

____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

Legal Description of the West Town SSA 29-2014 – Chicago, Illinois

That part of the South ½ of Sections 5 and 6, and the North ½ of Sections 7 and 8 in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at the intersection of the east line of North Western Avenue with the north line of West Chicago Avenue, being in the West ½ of the Southwest ¼ of said Section 6;

Thence north along said east line of North Western Avenue to a line 60.2 feet north of and parallel with the north line of West Chicago Avenue;

Thence east along said line 60.2 feet north of and parallel with the north line of West Chicago Avenue to the west line of Lot 27 in the Subdivision of the south part of Block 14 in Suffern's Subdivision, according to the plat thereof recorded March 2, 1894 as Document 2003020;

Thence north along said west line of Lot 27 to the north line of a16 foot east-west alley lying south of and contiguous to Lots 15 through 27 in E. A. Cummings and Company's Subdivision, according to the plat thereof recorded April 16, 1912 as Document 4947622;

Thence east along the north line of the aforesaid 16 foot east-west alley to west line of North Oakley Boulevard;

Thence east across North Oakley Boulevard to the intersection of the east line of said North Oakley Boulevard with the north line of a 16 foot east-west alley lying north of and contiguous to Lots 26 through 50 in the Subdivision of the south part of Block 14 in Suffern's Subdivision, according to the plat thereof recorded March 2, 1894 as Document 2003020;

Thence east along the north line of the aforesaid 16 foot east-west alley to the west line of North Leavitt Avenue;

Thence east across North Leavitt Avenue to the intersection of the east line of said North Leavitt Avenue with the north line of a 16 foot east-west alley lying north of and contiguous to Lots 13 through 24 in the Subdivision of the West ½ of Sub-block 2 of Block 15 in Suffern's Subdivision, according to the plat thereof recorded January 26, 1883 as Document 445285;

Thence east along the north line of the aforesaid 16 foot east-west alley to the west line of Lot 1 in F. J. Dewes' Subdivision, according to the plat thereof recorded April 9, 1884 as Document 536363;

Thence south along the west line of the aforesaid Lot 1 in F. J. Dewes' Subdivision to the south line of said Lot 1;

Thence east along the south line of the aforesaid Lot 1 in F. J. Dewes' Subdivision to the northwest corner of Lot 7 in said F. J. Dewes' Subdivision;

Thence north along the northerly extension of the west line of the aforesaid Lot 7 in F. J. Dewes' Subdivision to the north line of the south 5 feet of Lot 1 in F. J. Dewes' Subdivision;

Thence east along the north line of the south 5 feet of Lot 1 in F. J. Dewes' Subdivision to the west line of North Hoyne Avenue;

Thence north along the west line of North Hoyne Avenue to the westerly extension of the north line of a 16 foot east-west alley lying north of and contiguous to Lots 78 through 102 in the Subdivision of the south portion of Block 16 in Suffern's Subdivision, according to the plat thereof recorded May 1, 1877 as Document 132545;

Thence east along the westerly extension, the north line of the aforesaid 16 foot east-west alley and its east extension to the west line of North Winchester Avenue;

Thence southeast across North Winchester Avenue to the intersection of the east line of said North Winchester Avenue with the south line of a 10 foot east-west alley as dedicated by Document 3922311 recorded September 11, 1906;

Thence east along the aforesaid south line of a 10 foot east-west alley, and its easterly extension, to the west line of North Wolcott Street;

Thence northeast across North Wolcott Street to the intersection of the east line of North Wolcott Street with the north line of a 16 foot east-west alley lying north of and contiguous to Lots 1 through 12 in Webb's Subdivision of Lot 3 in Superior Court Partition of the South ½ of Block 8 of Cochran and Others Subdivision, according to the plat thereof recorded January 15, 1886 as Document 684463 and Lots 1 through 12 in the Subdivision of Lot 4 in Superior Court Partition of the South ½ of Block 8 of Cochran and Others Subdivision, according to the plat thereof recorded May 12, 1880 as Document 271625;

Thence east along the north line of the aforesaid 16 foot east-west alley to the west line of North Wood Street;

Thence southeast across North Wood Street to the intersection of the east line of said North Wood Street with the north line of a 16 foot east-west alley lying north of and contiguous to Lots 1 through 5 in Block 21 and Lots 1 through 5 in Block 22 in Johnston's Subdivision, according to the plat thereof recorded December 8, 1851;

Thence east along the north line of the aforesaid 16 foot east-west alley and its east extension to the east line of the alley first west of North Ashland Avenue and lying between West Walton Street and West Chicago Avenue;

Thence north along said east line to the north line of West Walton Street;

Thence west along said north line to the east line of vacated North Marshfield Avenue lying between West Walton Street and West Augusta Street;

Thence north along said east line and its north extension to the north line of West Augusta Street;

Thence east along said north line to the east line of the alley first west of North Ashland Avenue lying between West Augusta Street and West Cortez Street;

Thence north along said east line and its north extension to the north line of the south 22 feet of Lot 5 in Assessor's Division of Block 1 in Johnston's Subdivision;

Thence east along said north line to the west line of North Ashland Avenue;

Thence south along said west line to the west extension of the north line of Lot 27 in Block 1 of Canal Trustees' Subdivision of the west half of Section 5, Township 39, Range 14 East of the Third Principal Meridian (except the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter);

Thence east along said west extension and said north line to the east line of Lot 23 in said Block 1;

Thence south along said east line to the north line of West Haddon Avenue;

Thence west along said north line to the north extension of the west line of the alley first east of North Ashland Avenue lying between West Haddon Avenue and West Thomas Street;

Thence south along said west line to the south line of West Thomas Street;

Thence west along said south line to a line 35.17 feet west of the east line of Lots 19 and 20 in Bauwen's and Stewart's Subdivision of the west part of Block 20 of said Canal Trustees' Subdivision;

Thence south along said line to the north line of Lot 21 in Bauwen's and Stewart's Subdivision of the west part of Block 20 of said Canal Trustees' Subdivision;

Thence east along said north line to the west line of the alley first east of North Ashland Avenue lying between West Thomas Street and West Cortez Street;

Thence south along said west line and its south extension to the south line of West Cortez Street;

Thence east along said south line to the west line of the alley first east of North Ashland Avenue lying between West Cortez Street and West Augusta Boulevard;

Thence south along said west line to the south line of West Augusta Boulevard;

Thence west along said south line to the west line of the alley first east of North Ashland Avenue lying between West Augusta Boulevard and West Chestnut Street;

Thence south along said west line to the south line of West Chestnut Street;

Thence west along said south line to a line 62.5 feet east of the east line of North Ashland Avenue;

Thence south along said line and its south extension to the south line of West Pearson Street;

Thence east along said south line to the to the west line of the north/south alley first east of North Ashland Avenue lying between West Pearson Street and West Fry Street;

Thence south along said west line and its south extension to the south line of West Fry Street;

Thence east along said south line to the west line of the alley first east of North Ashland Avenue lying between West Fry Street and West Chicago Avenue;

Thence south along said west line to the westerly extension of the north line of a 10 foot east-west alley lying south of and contiguous to Lots 21 through 26 in the aforesaid Subdivision of part of Block 29 and south of and contiguous to Lots 1 through 10 in Block 1 of the Subdivision of part of Block 29, according to the plat thereof recorded January 9, 1854;

Thence east along the aforesaid westerly extension and the north line of said 10 foot east-west alley to the southeast corner of Lot 1 in Block 1 of the Subdivision of part of Block 29, according to the plat thereof recorded January 9, 1854;

Thence south along the southerly extension of the east line of said Lot 1 to the southwest corner of Lot 26 in Block 2 of the Subdivision of 1 acre in the Southeast ¼ of Block 29, according to the plat thereof recorded April 23, 1855;

Thence east along the south line of Lots 24 through 26 in Block 2 of the aforesaid Subdivision of 1 acre in the Southeast ¼ of Block 29, to the west line of North Greenview Avenue;

Thence northeast across North Greenview Avenue to the southwest corner of Lot 6 in the Subdivision of Lot 1 in Geistfield's Subdivision, according to the plat thereof recorded May 18, 1868;

Thence east along the south line of Lots 4, 5, and 6 in the aforesaid Subdivision of Lot 1 in Geistfield's Subdivision to the southeast corner of Lot 4;

Thence south along the southerly extension of the east line of said Lot 4 to the southwest corner of Lot 13 in the Subdivision of the West ½ of Block 28 of Canal Trustee's Subdivision, according to the plat thereof recorded December 2, 1854;

Thence east along the south line of Lots 13, 14, 15, and its easterly extension, to the east line of Lot 20 in said Subdivision;

Thence north along the east line of said Lot 20 to the southwest corner of Lot 5 in the Subdivision of Lot 21 of the West ½ of Block 28 of Canal Trustee's Subdivision, according to the plat thereof recorded April 22, 1864;

Thence east along the south line of Lots 1 through 5 in the Subdivision of Lot 21 of the West ½ of Block 28 of Canal Trustee's Subdivision to the east line of North Bishop Street;

Thence south along the east line of said North Bishop Street to the north line of a 12 foot east-west alley lying north of and contiguous to Lots 1 through 13 in Block 28 of O. J. Rose's Subdivision, according to the plat thereof recorded August 4, 1854;

Thence east along the north line of the aforesaid 12 foot east-west alley to the west line of North Noble Street;

Thence north along the west line of North Noble Street to the south line of West Chestnut Street;

Thence east across North Noble Street to the intersection of the east line of said North Noble Street with the south line of West Chestnut Street;

Thence east along the south line of West Chestnut Street to the east line of North Elizabeth Street;

Thence south along the east line of North Elizabeth Street to the north line of a 18 foot east-west alley lying north of and contiguous to Lots 76 through 100 in the Subdivision of Block 26 in Canal Trustee's Subdivision, according to the plat thereof recorded July 27, 1853;

Thence east along the north line of the aforesaid 18 foot east-west alley to the center line of North Racine Avenue;

Thence south along said center line of North Racine Avenue to the west extension of the south line of Lot 30 in Harbine and Roman's Subdivision;

Thence east along said south line of said Lot 30 and its easterly extension to the southwesterly line of Lot 11 in said Harbine and Roman's Subdivision;

Thence northwest along the southwesterly line of Lots 8 through 11 in said Harbine and Roman's Subdivision to the east extension of the south line of Lot 32 in said Harbine and Roman's Subdivision;

Thence west along said extension and said south line to the east line of North Racine Avenue;

Thence north along the east line of North Racine Avenue to the east extension of the south line of Lot 29 in the Subdivision of Block 26 in Canal Trustees' Subdivision;

Thence west along said extension and said south line to the west line of said Lot 29;

Thence north along said west line to the north line of said Lot 29;

Thence east along said north line to the a point on said north line being 65.77 feet west of the northeast corner of said Lot 29;

Thence north to the southeast line Lot 2 in Circuit Court partition of Lots 25 to 28 of Block 26 in Canal Trustees' Subdivision;

Thence northeast along said southeast line to a line 86.8 feet southwest of and parallel with, as measured perpendicular to, the southwest line of North Milwaukee Avenue;

Thence northwest along said line 86.8 feet southwest of and parallel with, as measured perpendicular to, the southwest line of North Milwaukee Avenue to the southeast line of Lot 23 in said Subdivision of Block 26 in Canal Trustees' Subdivision;

Thence southwest along said southeast line to the northeast line of the northwest/southeast alley first southwest of North Milwaukee Avenue lying between West Fry Street and West Chestnut Street;

Thence northwest along said line to the southeast line of Lot 17 in said Subdivision of Block 26 in Canal Trustees' Subdivision;

Thence northeast along said southeast line to the east line of said Lot 17;

Thence north along said east line to the south line of West Chestnut Street;

Thence west along said south line to the southeast extension of the northeast line of the alley in J. Dinet's Subdivision of Outlot 25 in said Canal Trustees' Subdivision, said alley lying between West Walton Street and West Chestnut Street and first southwest of North Milwaukee Avenue;

Thence northwest along said extension and said northeast line to the southerly most southeast corner of Lot 3 in the Second Resubdivision of Lots 2 to 6 in Block 25 of said Canal Trustees' Subdivision;

Thence west along the south line of said Lot 3 and its westerly extension to the west line of said Second Resubdivision;

Thence north along said west line and its north extension to the north line of West Walton Street;

Thence west along said north line to the northeast line of the alley first southwest of North Milwaukee Avenue lying between West Walton Street and West Augusta Boulevard;

Thence northwest along said northeast line to the southerly most southeast corner of Lot 14 in the Subdivision of Block 23 and 25 and locations of streets and alley in said Canal Trustees' Subdivision, said corner also being the north line of the alley first south of West Augusta Boulevard lying between North Noble Street and west of North Milwaukee Avenue;

Thence west along said north line to the west line of Lot 10 in the Subdivision of Block 23 and 25 and locations of streets and alley in said Canal Trustees' Subdivision;

Thence north along said west line and its north extension to the to the north line of West Augusta Boulevard;

Thence east along said north line and its east extension to the northeast line of North Milwaukee Avenue;

Thence northwest along said northeast line to the south line of West Division Street;

Thence east along said south line to the west line of the east 14 feet of Lot 14 in Block 22 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian;
Thence south along said west line to the north line of the alley first south of West Division Street;

Thence continuing south across said alley to the intersection of the south line of said alley with the west line of the east 14 feet of Lot 43 in said Block 22

Thence south along said west line to a point of intersection with the north line of Haddon Avenue, said point being also the east line of vacated West Haddon Avenue

Thence south along said east line of vacated West Haddon Avenue to the center line of vacated West Haddon Avenue;

Thence west along said center line of vacated West Haddon Avenue and its west extension to the west line of North Noble Street;

Thence north along said west line to the south line of Lot 42 of Block 1 in Chatfield's Addition to Chicago, being a Subdivision of Blocks 16 and 17 in Canal Trustees' Subdivision;

Thence west along said south line to the west line of said Lot 42 of Block 1;

Thence north along said west line and its north extension to the north line of the alley first south of West Division Street lying between North Noble Street and North Cleaver Street;

Thence west along said north line and its west extension to the west line of North Cleaver Street;

Thence south along said west line to the south line of Lot 39 of Block 2 in said Chatfield's Addition to Chicago;

Thence west along said south line and its west extension to the southwest line of the alley first northeast of North Milwaukee Avenue lying between West Division Street and North Noble Street;

Thence southeast along said southwest line to the centerline of the vacated portion of North Noble Street by Document 20583296;

Thence south along said centerline to the north line of the 20 foot vacated portion of West Thomas Street, said vacated portion lying north of and abutting the north line of Lots 1 through 4 in the Resubdivision of Lots 51 to 54 of Block 15 in Elston's Addition to Chicago;

Thence east along said north line to the east line of said vacated portion of said West Thomas Street;

Thence south along said east line to the south line of West Thomas Street;

Thence east along said south line to the southwest line of West Cortez Street;

Thence southeast along said southwest line to the northwest line of Lot 44 in Block 15 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian;

Thence southwest along said line to the southwesterly line of Lots 40 to 44 in said Block 15

Thence southeast along said southwesterly line to the south corner of said Lot 40;

Thence southerly on a straight line to the north corner of Lot 16 in said Block 15, said line also being located on the west line of the alley, southwest of West Cortez Street;

Thence southeast along the northeast line of said Lot 16 and its southeast extension to the westerly line of the John Fitzgerald Kennedy Expressway;

Thence southerly along said westerly line to the northeast line of North Milwaukee Avenue;

Thence southeast along said northeast line to the south line of West Augusta Boulevard;

Thence east along said south line to the southwest line of the alley first northeast of North Milwaukee Avenue, south of West Augusta Boulevard and west of North Willard Court;

Thence southeast along said southwest line to the west line of North Willard Court;

Thence south along said west line to the west extension of the north line of Lot 19 in Block 12 of Canal Trustees' Subdivision of the west half of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian (except the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter);

Thence east along said extension, said north line and its east extension to the centerline of the alley vacated by Document Number 16860438, March 27, 1957;

Thence southeast along said centerline to the northeast extension of the southeast line of Lot 24 in said Block 12 of Canal Trustees' Subdivision;

Thence southwest along said extension and said southeast line to the north line of Lot 25 in said Block 12 of Canal Trustees' Subdivision;

Thence east along said north line to the west line of North Racine Avenue;

Thence south along said west line to the north line of Lot 26 in said Block 12 of Canal Trustees' Subdivision;

Thence west along said north line to the west line of the east 40 feet of said Lot 26;

Thence south along said west line to the south line of said Lot 26;

Thence east along said south line to the west line of North Racine Avenue;

Thence south along said west line to the northeast line of North Milwaukee Avenue;

Thence southeast along said northeast line to the west line of Lot 1 in Massuda's Resubdivision of Lots 61 to 64, both inclusive, in Block 11 in Elston's Addition to Chicago, also that part of Lot 65 in Assessor's Plat;

Thence north along said west line to the north line of said Lot 1;

Thence east along said north line to the west line of North Elston Avenue;

Thence south along said west line to the west extension of the south line of West Fry Street;

Thence east along said extension across North Elston Avenue to the intersection of the east line of said North Elston Avenue with the south line of West Fry Streeet;

Thence east along the south line of West Fry Street to the northernmost northeast corner of Lot 1 in Block 8 of Elston's Addition to Chicago;

Thence southeast along the northeasterly line of Lots 1 through 13 in the aforesaid Block 8 of Elston's Addition to Chicago to the west line of North May Street;

Thence east on a line drawn perpendicular to the east and west lines of North May Street to the east line of North May Street;

Thence south along the east line of North May Street to the southwest corner of Lot 9 in Block 7 of Elston's Addition to Chicago;

Thence east along the south line of said Lot 9 to the west line of Lot 10 in Block 7 of Elston's Addition to Chicago;

Thence north along the west line of said Lot 10 to the south line of Lot 7 in Block 7 of Elston's Addition to Chicago;

Thence east along the south line of said Lot 7 to the southeast corner of Lot 7;

Thence north along the east line of said Lot 7 to the westerly extension of the south line of Lots 21 through 24 in Block 7 of Elston's Addition to Chicago;

Thence east along the aforesaid westerly extension and the south line of Lots 21 through 24 to the northwest line of North Ogden Avenue;

Thence northeast along the aforesaid northwest line of North Ogden Avenue to the east line of Lot 19 in Block 7 of Elston's Addition to Chicago;

Thence east along a line drawn perpendicular to the east line of North Carpenter Street, across North Ogden Avenue and North Carpenter Street, to the east line of said North Carpenter Street;

Thence south along the east line of North Carpenter Street to the northwest corner of Lot 1 in Assessor's Division of Block 2 of Elston's Addition to Chicago, according to the plat thereof recorded August 20, 1868;

Thence east along the north line of Lots 1 through 9 in the aforesaid Assessor's Division of Block 2 to the northeast corner of Lot 9, also being the southeast corner of Lot 10 in said Assessor's Division;

Thence north along the east line of said Lot 10 to the westerly extension of the south line of Lot 11 in J. A. Yale's Resubdivision of Block 9, according to the plat thereof recorded April 25, 1873 as Document 94836;

Thence east along the aforesaid westerly extension and the south line of Lot 11 to the west line of North Sangamon Street;

Thence east across North Sangamon Street to the southwest corner of Lot 9 in J. A. Yale's Resubdivision of Block 10;

Thence continuing east along the south line of the aforesaid Lot 9 to the west line of Lot 8 in Block 10 of Wight's Addition to Chicago, according to the plat thereof recorded November 30, 1835;

Thence south along the west line of the aforesaid Lot 8 and the west line of Lot 9 to the southwest corner of Lot 9 in Block 10 of Wight's Addition to Chicago;

Thence east along the south line of the aforesaid Lot 9 to a point 34.17 feet west of the east line of said Lot 9;

Thence southeast to a point on the west line of North Lessing Street, said point being 47.65 feet south of the southeast corner of said Lot 9 as measured along said west line;

Thence north along the west line of North Lessing Street to the westerly extension of the north line of Lots 7 through 10 in J. A. Yale's Resubdivision of Block 11;

Thence east along the aforesaid westerly extension and the north line of Lots 7 through 10 to the northeast corner of said Lot 7;

Thence south along the east line of said Lot 7 to the southwest corner of Lot 9 in Block 11 of Wight's Addition to Chicago;

Thence east along the south line of the aforesaid Lot 9 to the west line of North Peoria Street;

Thence north along the west line of North Peoria Street to the westerly extension of the north line of Lots 5 through 8 in J. A. Yale's Resubdivision of Block 12;

Thence east along the aforesaid westerly extension and the north line of Lots 5 through 8 to the northeast corner of said Lot 5;

Thence south along the east line of said Lot 5 to the northwest corner of Lot 4;

Thence east along the north line of Lots 1 through 4 in said J. A. Yale's Resubdivision of Block 12 to the west line of North Green Street;

Thence south along the west line of North Green Street to the north line of West Chicago Avenue;

Thence east along the north line of West Chicago Avenue to the northwesterly extension of the westerly line of the Chicago and North Western Railroad in the East ½ of the Northeast ¼ of Section 8, Township 39 North, Range 14 East;

Thence southeast along the aforesaid westerly line of the Chicago and North Western Railroad to the east line of Lot 10 in Block 7 of Ridgely's Addition to Chicago, according to the plat thereof re-recorded September 19, 1878 as Document 194914;

Thence South along said east line to the south line of said Lot 10;

Thence west along said south line of Lot 10 and its west extension to the southwest corner of Lot 7 in Block 7 of Ridgely's Addition to Chicago;

Thence south along the southerly extension of the west line of the aforesaid Lot 7 to the easterly extension of the south line of an 18 foot east-west alley lying south of and contiguous to Lots 1 through 6 in Block 7, Lots 1 through 23 in Block 6 and Lots 1 through 14 in Block 3 of Ridgely's Addition to Chicago;

Thence west along the aforesaid easterly extension and south line of an 18 foot east-west alley to the east line of North Morgan Street;

Thence south along the east line of North Morgan Street to the easterly extension of the south line of Lot 14 in Block 2 in Ridgely's Addition to Chicago;

Thence west along said south line to the east line of Lot 7 in Assessor's Division in the northeast corner of the NE ¼ of Section 8, Township 39 North, Range 14;

Thence north along the east line of the aforesaid Lot 7, and its northerly extension, to the centerline of a 16 foot east-west alley vacated by ordinance passed February 1, 1977 and recorded March 24, 1977 as Document 23862844;

Thence west along the aforesaid centerline of a vacated alley to the east line of North Carpenter Street;

Thence south along the east line of North Carpenter Street to the north line of Lot 6 in Stow's Subdivision, according to the plat thereof recorded June 13, 1867 (ante-fire);

Thence east along the north line of the aforesaid Lot 6 to the west line of Lot 12 in Block 2 of Ridgely's Addition to Chicago, according to the plat thereof re-recorded September 19, 1878 as Document 194914;

Thence south along the west line of said Lot 12 and Lots 6 through 11 in Block 2 of Ridgely's Addition to Chicago to the southwest corner of said Lot 6;

Thence east along the south line of said Lot 6 to the northeast corner of Lot 5 in Block 2 of Ridgely's Addition to Chicago;

Thence south along the east line of said Lot 5 to the centerline of a 12 foot east-west alley vacated by Ordinance recorded September 1, 1987 as Document 87-481208, said alley lies north of and contiguous to Lot 4 in Block 2 of Ridgely's Addition to Chicago;

Thence east along the aforesaid centerline of the vacated alley to the northerly extension of the east line of Lot 4 in Block 2 of Ridgely's Addition to Chicago;

Thence south along the aforesaid northerly extension of the east line of said Lot 4 to the northeast corner of said Lot 4;

Thence east along the north line of Lots 1 through 3 in Block 2 of said Ridgely's Addition to Chicago to the west line of North Morgan Street;

Thence south along the west line of North Morgan Street to the northwesterly line of North Morgan Street;

Thence southwest along the northwesterly line of North Morgan Street to a line drawn perpendicular to the northwesterly line of North Morgan Street from the northwest corner of Lot 21 in Block 1 of Ridgely's Addition to Chicago;

Thence southeast along the aforesaid perpendicular line to the northwest corner of Lot 21 in Block 1 of Ridgely's Addition to Chicago;

Thence east along the north line of the aforesaid Lot 21, also being the south line of West Huron Street, and its easterly extension, to the east line of Lot 19 in Block 1 of Ridgely's Addition to Chicago;

Thence south along the east line of said Lot 19 and the east line of Lot 18 to the northwest corner of Lot 17 in Block 1 of Ridgely's Addition to Chicago;

Thence southeasterly along the northeasterly line of Lots 5 through 17 in said Block 1 of Ridgely's Addition to Chicago, to the northwest corner of Lot 4 in said Block 1;

Thence east along the north line of said Lot 4 in Block 1 of Ridgely's Addition to Chicago to the west line of North Sangamon Street;

Thence south along the west line of North Sangamon Street, and its southerly extension, to the westerly extension of the north line of West Ancona Street;

Thence east along the aforesaid westerly extension and the north line of West Ancona Street to the northerly extension of the easterly most east line of Lot 2 the Subdivision of Lot 13 of Block 36 of Ogden's Addition to Chicago;

Thence south along the aforesaid northerly extension and said east line of said Lot 2 to the southeast line of said Lot 2;

Thence southwest along said southeast line to the westerly most east line of said Lot 2;

Thence south along said east line to the north line of West Erie Street;

Thence west along the north line of West Erie Street to the west line of Lot 5 in Assessor's Division of Lots 1 to 6 inclusive in Block 37 of Ogden's Addition to Chicago;

Thence north along said west line to the north line of Lots 7 and 8 in said Division;

Thence west along said north line and its west extension to the center line of North Morgan Street;

Thence north along said center line to the south line of the alley lying first South of Huron Street;

Thence west along said south line of the alley lying first south of Huron Street to the east line of Lot 12 in Block 12 in Ridgely's Addition to Chicago, a subdivision of Blocks 5, 9, 10, 11, 12, 14, 15 and 16 of Assessor's Division in the northeast quarter of the northeast quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian;

Thence north along said east line of Lot 12 and its north extension to the south line of West Huron Street;

Thence west along the said south line of West Huron Street, across North Carpenter Street, to the west line of North Carpenter Street;

Thence north along the west line of North Carpenter Street to the northeast corner of Lot 1 in Block 43 of Ogden's Addition to Chicago;

Thence west along the north line of said Lot 1 and the north line of Lots 2 and 3 in Block 43 of Ogden's Addition to Chicago to the east line of North Curtis Street;

Thence west across North Curtis Street to the southeast corner of Lot 43 in the Subdivision of the Southwest Part of Block 43 in Ogden's Addition to Chicago, said corner also being on the west line of North Curtis Street;

Thence northwesterly along said west line of North Curtis Street to the east corner of Lot 37 in said Subdivision;

Thence southwest along said southeast line to the east line of said Lot 37;

Thence south along said east line to a line drawn from the angle point in the west and northwesterly line of said Lot 37 to the southerly most southeast corner of Lot 38 in said Subdivision;

Thence northwest to the intersection of the west line and the northwesterly line of said Lot 37 in the Subdivision of the Southwest Part of Block 43 in Ogden's Addition to Chicago;

Thence northwest along the southwesterly line of Lots 10 through 13 in the Subdivision of Lots 23, 25 to 34, both inclusive, in the Subdivision of Block 43 in Ogden's Addition to Chicago, according to the plat thereof recorded January 18, 1884 as Document 520270, to the southeast line of North Ogden Avenue;

Thence west, across North Ogden Avenue, to the west line of North May Street;

Thence north along the west line of North May Street to the south line of an east-west public alley lying north of and contiguous to Lots 19 through 29 in the Subdivision of Block 42 of Ogden's Addition to Chicago;

Thence west along the aforesaid south line of an east-west public alley and its west extension to the west line of North Racine Avenue;

Thence north along the west line of North Racine Avenue to the south line of a 10 foot east-west alley lying south of and contiguous to Lots 1 through 9 in Block 1 of Taylor's Subdivision, according to the plat thereof recorded June 8, 1866;

Thence west along the aforesaid south line of a 10 foot east-west alley, and its westerly extension to the west line of a 13 foot north-south alley lying east of and contiguous to Lots 10 through 25 in Block 1 of Taylor's Subdivision;

Thence south along the aforesaid west line of a 13 foot north-south alley to the southeast corner of Lot 18 in said Block 1;

Thence west along the south line of said Lot 18 to the east line of North Willard Court;

Thence north along the east line of North Willard Court to the easterly extension of the north line of Lot 47 in Block 2 of Taylor's Subdivision;

Thence west along the aforesaid easterly extension, the north line of Lot 47 in Block 2 and its west extension to the west line of a 13 foot north-south alley lying east of and contiguous to Lots 10 through 25 in Block 2 of Taylor's Subdivision;

Thence north along the aforesaid west line of a 13 foot north-south alley to the northeast corner of Lot 10 in Block 2 of Taylor's Subdivision;

Thence west along the north line of Lot 10 in Block 2, the north line of Lots 10 and 50 in Block 3 and the north line of Lot 50 in Block 4 of Taylor's Subdivision, to the east line of a 13 foot north-south alley lying east of and contiguous to Lots 10 through 25 in Block 4 of Taylor's Subdivision;

Thence south along the aforesaid east line of a 13 foot north-south alley to the easterly extension of the south line of Lot 18 in Block 4 of Taylor's Subdivision;

Thence west along said easterly extension, the south line of said Lot 18 and its west extension to the west line of North Ada Street;

Thence north along the west line of North Ada Street to the northeast corner of Lot 50 in Block 5 of Taylor's Subdivision;

Thence west along the north line of said Lot 50 and the north line of Lot 10 in Block 5 to the east line of North Noble Street;

Thence south along the east line of North Noble Street to the easterly extension of the north line of Lots 16 through 30 in Block 1 in the Subdivision of Blocks 1 and 2 in Bickerdike's Addition to Chicago, according to the plat thereof recorded June 1, 1859;

Thence west along the aforesaid easterly extension and the north line of Lots 16 through 30 in Block 1 and along the north line of Lots 16 through 30 in Block 2 in the Subdivision of Blocks 1 and 2 in Bickerdike's Addition to Chicago, to the east line of North Armour Street;

Thence west across North Armour Street to the northeast corner of Lot 30 in Block 3 of the Subdivision of Blocks 3 to 6 in George Bickerdike's Addition to Chicago;

Thence west along the north line of Lots 17 through 30 in the aforesaid Block 3 of the Subdivision of Blocks 3 to 6 in George Bickerdike's Addition to Chicago and its west extension to the west line of North Ashland Avenue;

Thence north along said west line to the south line of Lots 1 through 4 of the Subdivision of Block 1 of Canal Trustees' Subdivision;

Thence west along said south line to the east line of a 20 foot east-west alley, said alley being vacated by ordinance passed May 19, 1937 and recorded July 16, 1937 as Document 12027968;

Thence south along said east line to the center line of said vacated alley;

Thence west along the centerline of the aforesaid vacated 20 foot east-west alley to the northerly extension of the west line of Lot 41 in the Subdivision of Block 1 of Canal Trustee's Subdivision;

Thence south along the aforesaid northerly extension of the west line of Lot 41 to the northwest corner of Lot 41;

Thence west along the north line of Lots 26 through 41 in the Subdivision of Block 1 of Canal Trustee's Subdivision to the east line of North Paulina Street;

Thence west across North Paulina Street to the northeast corner of Lot 49 in the Subdivision of the North ½ of Block 2 in Canal Trustee's Subdivision, according to the plat thereof recorded October 25, 1856;

Thence west along the north line of Lots 49 through 72 in the Subdivision of the North ½ of Block 2 in Canal Trustee's Subdivision to the east line of North Wood Street;

Thence west across North Wood Street to the northeast corner of Lot 24 in the Subdivision of the East ½ of Block 3 in Canal Trustee's Subdivision, according to the plat thereof recorded November 19,1880 as Document 298114;

Thence west along the north line of Lots 13 through 24 in the aforesaid Subdivision and along the north line of Lots 13 through 24 in John Nicolson's Subdivision, according to the plat thereof recorded October 4, 1878 as Document 196642, to the east line of North Wolcott Avenue;

Thence west across North Wolcott Avenue to the northeast corner of Lot 4 in the Resubdivision of Lots 47 to 50, according to the plat thereof recorded June 3, 1887 as Document 836477;

Thence west along the north line of the aforesaid Lot 4 and the north line of Lots 28 through 46 in H. M. Thompson's Resubdivision of Block 4 to the northwest corner of Lot 28;

Thence south along the west line of the aforesaid Lot 28 and its southerly extension, to the south line of West Superior Street;

Thence west along the south line of West Superior Street to the northwest corner of Lot 74 in H. M. Thompson's Resubdivision of Block 4;

Thence south along the west line of Lots 74 and 77 in the aforesaid H. M. Thompson's Resubdivision of Block 4 to the north line of West Huron Street;

Thence west along said north line to the southwest corner of Lot 50 in Block 2 of J. W. Cochran's Subdivision of Block 5 in Canal Trustee's Subdivision;

Thence north along the west line of the aforesaid Lot 50 and its north extension to the north line of the alley first south of West Superior Street lying between North Damen Avenue and North Hoyne Avenue;

Thence west along said north line to the west line of Lot 3 in Block 2 of J. W. Cochran's Subdivision;

Thence north along said west line and its north extension to the north line of West Superior Street;

Thence east along said north line to the west line of Lot 1 in Block 3 of J. W. Cochran's Subdivision;

Thence north along said west line to the south line of West Lee Place;

Thence west along the south line of West Lee Place to the southerly extension of the west line of Lot 49 in Block 1 of J. W. Cochran's Subdivision;

Thence north along the aforesaid southerly extension and the west line of Lot 49 to the northwest corner of Lot 49;

Thence west along the north line of Lots 44 through 48 in said Block 1 of J. W. Cochran's Subdivision of Block 5 in Canal Trustee's Subdivision to the northwest corner of Lot 44;

Thence south along the west line of said Lot 44 to the north line of West Lee Place;

Thence west along the north line of West Lee Place to the southwest corner of Lot 40 in said Block 1 of J. W. Cochran's Subdivision;

Thence north along the west line of the aforesaid Lot 40 to the northwest corner of Lot 40;

Thence west along the north line of Lots 26 through 39 in said Block 1 of J. W. Cochran's Subdivision to the east line of North Hoyne Avenue;

Thence south along the east line of North Hoyne Avenue to the easterly extension of the north line of Lots 26 through 50 in the Subdivision of Block 6 in Canal Trustee's Subdivision;

Thence west along the aforesaid easterly extension and the north line of Lots 26 through 50 to the east line of North Leavitt Street;

Thence west across North Leavitt Street to the intersection of the west line of North Leavitt Street with the south line of the 18 foot east-west alley lying south of and contiguous to Lots 1 through 25 in the Subdivision of Block 7 in Canal Trustee's Subdivision;

Thence west along the aforesaid south line of the 18 foot east-west alley to the east line of North Oakley Avenue;

Thence west across North Oakley Avenue to the intersection of the west line of North Oakley Avenue with the south line of the 16 foot east-west alley lying south of and contiguous to Lots 1 through 27 in E. Manchester Nichol's Addition to Chicago, according to the plat thereof recorded April 17, 1901 as Document 3088258;

Thence west along the aforesaid south line of the 16 foot east-west alley to the east line of North Western Avenue;

Thence north along said east line to the Point of Beginning, all in the City of Chicago, Cook County, Illinois.

Legal Description revised July 8, 2014:

Alfred Benesch & Company

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Illinois Professional Land Surveyor No. 3685
License expires November 30, 2014

SSA 29-2014 West Town PIN List

PIN14
17071010380000
17064320340000
17054160290000
17063290460000
17053250530000
17053250560000
17063290440000
17053240650000
17072030400000
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City of Chicago

Office of the City Clerk

Document Tracking Sheet

O2014-6681

Meeting Date:	7/30/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Public hearings to establish and reconstitute various Special Service Areas and amending 2014 Budget and associated Service Provider Agreement for Special Service Area No. 43
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing public hearings to establish and reconstitute various Special Service Areas and an ordinance amending the 2014 Budget and associated Service Provider Agreement for Special Service Area 55.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

PUBLIC HEARING ORDINANCE

WHEREAS, special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, on November 1, 2006, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 43 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2006 through and including tax year 2015 (the "Original Levy Period "), not to exceed an annual rate of 0.40% of the equalized assessed value of the taxable property therein (the "Original Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Original Special Services"); and

WHEREAS, the Establishment Ordinance established the Area on Devon Avenue from Kedzie Avenue to Damen Avenue and Western Avenue from Arthur Avenue to Granville Avenue; and

WHEREAS, the Original Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification, new construction, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention and recruitment, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, the City desires to authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), and to authorize the extension of the Original Levy Period, and to increase the levy of the Original Services Tax for the provision of the Special Services in the Area; and

WHEREAS, the City Council finds that (a) it is in the public interest that consideration be given to (i) the authorization of the Special Services which are distinct from the Original Special Services, (ii) the authorization of the extension of the Original Levy Period through and including tax year 2028, and (iii) the increase of the levy of the Original Services Tax from 0.40 percent to 1.5 percent (the "Services Tax") for the provision of the Special Services in the Area; (b) the Area is contiguous; and (c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider (i) the authorization of the Special Services which are distinct from the Original Special Services, and (ii) the authorization of the extension of the Original Levy Period, and (iii) the increase of the levy of the Original Services Tax from 0.4 percent to 1.5 percent for the provision of the Special Services in the Area. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide Special Services in the Area. The Services Tax shall not exceed the annual sum of 1.5 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2014 through and including 2028. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2014 is $325,310. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but not limited to: recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the area, and other technical assistance activities to promote commercial and economic development including, but not limited to: streetscape improvements; strategic transit/parking improvement including parking management studies; and enhanced land use oversight and control initiatives. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of the Area on Devon Avenue from Kedzie Avenue to Damen Avenue and Western Avenue from Arthur Avenue to Granville Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing

City of Chicago Special Service Area Number 43.

Notice is hereby given that at________ o'clock ____.m., on the____________ day of , 2014 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider certain matters with respect to an area within the City of Chicago to be known and designated as Special Service Area Number 43 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include (i) the authorization of certain special services (the, "Special Services") which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of an extension of the original levy period, and (iii) the increase of the levy of the original services tax from 0.40 percent to 1.5 percent for the provision of the Special Services in the Area. The Services Tax under consideration shall be authorized to be levied annually in tax years 2014 through and including 2028. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but not limited to: recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, security, coordination of promotional and advertising activities, strategic planning for the area, and other technical assistance activities to promote commercial and economic development including, but not limited to: streetscape improvements; strategic transit/parking improvement including parking management studies; and enhanced land use oversight and control initiatives.

At the public hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 1.5 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2014 is $325,310. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory the Area on of the Area on Devon Avenue from Kedzie Avenue to Damen Avenue and Western Avenue from Arthur Avenue to Granville Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the original levy period, and (iii) the increase of the levy of the original services tax for the provision of the Special Services in the Area may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to (i) the authorization of the Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the original levy period, and (iii) the increase of the levy of the original services tax for the provision of the Special Services in the Area is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Special Services which are distinct from the original special services currently authorized within Area shall not be authorized and the period of years in which the levy of the Services Tax shall not be extended through and including tax year 2028 and the increase of the levy of the original services tax shall not be authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _______ day of ________________, 2014.

____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

EXHIBIT 1

Legal Description and Permanent Index Numbers

See attached pages.

Legal Description Of Special Service Area
Number 43/Devon Avenue.

All that part of Section 36, Township 41 North, Range 13 East, Section 31, Township 41 North, Range 14 East, Section 6, Township 40 North, Range 14 East and Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, being bounded and described as follows:

beginning at the intersection of the east line of Kedzie Avenue with the north line of the 16 foot wide alley north of Devon Avenue in the west half of the southwest quarter of Section 36, Township 41 North, Range 13 East of the Third Principal Meridian, and running;

thence east along said north line of the 16 foot wide alley north of Devon Avenue and its east extension to the east line of Rockwell Street;

thence north along said east line of Rockwell Street to the north line of Lot 11 in Block 5 in Wm. L. Wallen Edgewater Golf Club Addition to Rogers Park, a subdivision in the southeast quarter of the southeast quarter of Section 36;

thence east along said north line of Lot 11 in Block 5 in said Wm. L. Wallen Edgewater Golf Club Addition to Rogers Park to the east line thereof;

thence south along said east line Lot 11 in Block 5 in said Wm. L. Wallen Edgewater Golf Club Addition to Rogers Park to the north line of the 16 foot wide alley north of Devon Avenue;

thence east along said north line of the 16 foot wide alley north of Devon Avenue to the east line of the 16 foot wide alley west of Western Avenue;

thence north along said east line of the 16 foot wide alley west of Western Avenue to the south line of Arthur Avenue;

thence east along said south line of Arthur Avenue to the west line of the 16 foot wide alley east of Western Avenue;

thence south along said west line of the 16 foot wide alley east of Western Avenue to the north line of the 16 foot wide alley north of Devon Avenue;

thence east along said north line of the 16 foot wide alley north of Devon Avenue and the easterly extension thereof to the east line of Claremont Avenue;

thence south along said east line of Claremont Avenue to the north line of the 16 foot wide alley north of Devon Avenue;

thence east along said north line of the 16 foot wide alley north of Devon Avenue to the west line of Damen Avenue;

thence south along said west line of Damen Avenue to the south line of Devon Avenue;

thence west along said south line of Devon Avenue to the east line of Lot 1 in Block 1 in Wietor's Devon-Leavitt Addition to North Edgewater in the north half of the northwest half of Section 6;

thence south along said east line of Lot 1 in Block 1 of said Wietor's Devon-Leavitt Addition to North Edgewater and the southerly extension thereof to the south line of the 16 foot wide alley south of Devon Avenue;

thence west along said south line of the 16 foot wide alley south of Devon Avenue to the east line of Leavitt Street;

thence westerly along a straight line to the intersection of the west line of Leavitt Street with the south line of the 16 foot wide alley south of Devon Avenue;

thence west along said south line of the 16 foot wide alley south of Devon Avenue to the east line of Bell Avenue;

thence westerly along a straight line to the intersection of the west line of Bell Avenue with the south line of the 16 foot wide alley south of Devon Avenue;

thence west along said south line of the 16 foot wide alley south of Devon Avenue to the east line of the 16 foot wide alley east of Western Avenue;

thence south along said east line of the 16 foot wide alley east of Western Avenue to the north line of Rosemont Avenue;

thence southerly along a straight line to the intersection of the south line of Rosemont Avenue with the east line of the 16 foot wide alley east of Western Avenue;

thence south along said east line of the 16 foot wide alley east of Western Avenue to the north line of Granville Avenue;

thence west along said north line of Granville Avenue to the west line of the 16 foot wide alley west of Western Avenue;

thence north along said west line of the 16 foot wide alley west of Western Avenue to the south line of Rosemont Avenue;

thence northerly along a straight line to the intersection of the north line of Rosemont Avenue with the west line of the 16 foot wide alley west of Western Avenue;

thence north along said west line of the 16 foot wide alley west of Western Avenue to the north line of Lot 27 in Devon Artesian Subdivision of part of the east half of the east half of the northeast quarter of Section 1;

thence west along said north line of Lot 27 in said Devon Artesian Subdivision and the westerly extension thereof to the west line of Artesian Avenue;

thence north along said west line of Artesian Avenue to the south line of the 16 foot wide alley south of Devon Avenue;

thence west along said south line of the 16 foot wide alley south of Devon Avenue and the westerly extension thereof to the west line of California Avenue;

thence north along said west line of California Avenue to the centerline of the vacated 16 foot wide alley south of Devon Avenue;

thence west along said centerline of the vacated 16 foot wide alley south of Devon Avenue to the centerline of the vacated 16 foot wide alley west of California Avenue;

thence south along said centerline of the vacated 16 foot wide alley west of California Avenue to the north line of the 16 foot wide alley north of Rosemont Avenue;

thence west along said north line of the 16 foot wide alley north of Rosemont Avenue and the westerly extension thereof to the west line of Mozart Street;

thence north along said west line of Mozart Street to the south line of the 16 foot wide alley south of Devon Avenue;

thence west along said south line of the 16 foot wide alley south of Devon Avenue and the westerly extension thereof to the east line of Kedzie Avenue;

thence north along said east line of Kedzie Avenue to the point of beginning of the heretofore described tract of land, all in Cook County, Illinois.

Legal Description revised June 09, 2014:

Alfred Benesch & Company

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Illinois Professional Land Surveyor No. 3685

License expires November 30, 2014

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