

CITY OF CHICAGO

COMPLETE PROPOSALS AND RESPONSES TO UNION'S

NON-ECONOMIC AND ECONOMIC PROPOSALS

FOR CHANGES

IN THE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND

TEAMSTERS NURSES, LOCAL 743

August 1, 2024

The City reserves the right during negotiations to add to, delete, modify, change or withdraw any proposal or tentative agreement prior to final agreement on and acceptance of a complete agreement. Further, unless otherwise and expressly agreed, no proposals or agreements will be applied retroactively.

Discussed
7/1/24

by
J. J. Schaefer

8-1-24
J. J. Schaefer
Chief of Police
Negotiations

David Johnson
Senior Union
Rep.
8/7/2024

Section 3.5 Overtime:

(c) Overtime during the Workweek on Regular Workdays:
Additionally, all hours worked and approved under the Employers rules in excess of forty (40) hours worked in a workweek on regular workdays (which does not include work on a regularly-scheduled day off), whether of an emergency nature or non-emergency nature shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate, on the basis of completed fifteen (15) minute segments in the form of cash. Work performed between thirty-seven and one-half (37.5) and forty (40) hours worked in a workweek on regular workdays shall be compensated at the employee's regular straight time hourly rate in the form of compensatory time or cash, at the employee's election with notice of the electing being made no later than the first regular workday following the date on which the employee performed said work. Sick leave, vacation, compensatory time, union business leave and/or other paid time off shall not be included as hours worked for purposes of paragraph (c) of this Section. Notwithstanding the first sentence of this paragraph (3.5c), when an employee is required by the Employer to work on a Sunday when Sunday is not part of the employee's regular work week, that employee shall be compensated at two (2) times the employee's regular straight time hourly rate, on the basis of completed fifteen (15) minute segments, in the form of cash.

Section 4.1 Rates

a. Effective on the following dates, the City will make the wage adjustments as follows:

Effective 7/1/22	3.0%
Effective 7/1/23	3.0%
Effective 1/1/24	3.0% - 5.0%*
Effective 1/1/25	3.0% - 5.0%*
Effective 1/1/26	3.0% - 5.0%*
Effective 1/1/27	3.25%

Agreement effective through June 30, 2027

*In each of the three years 2024, 2025 and 2026, the percentage increase varies between 3.00% and 5.00%, depending upon the U.S. City Average CPI-U. If the CPI-U is 5.00% or more, then the percentage increase shall be 5.00%. If the CPI-U is between 3.00% and 5.00%, the percentage increase shall be equal to the CPI-U, rounded to the nearest tenth of one percent. The U.S. City Average June CPI-U released in July of the preceding year will be used to determine the percentage increases in the three years 2024, 2025 and 2026.

b. Salary Schedule Adjustments: The parties agree to make the following adjustment on the SZ salary schedule on the dates below:

- (1) Effective January 1, 2024, reduce the continuous service requirements by one (1) year in Steps 7 through 10 on the SZ schedule.
- (2) Effective January 1, 2025, or 30 days after ratification, whichever date is later, combine the titles of Public Health Nurse III and Public Health Nurse IV into a new title called Supervising Public Health Nurse, Grade 7. Current Public Health Nurse IIIs and IVs will be placed into the Supervising Public Health Nurse title. Placement on and movement along the salary schedule will be done consistent with City practices.

- (3) Effective January 1, 2026 add a new 11th Step on the SZ schedule after twenty-one (21) years of continuous service, at an amount 3.25% higher than the salary for Step 10.

Section 4.6 Health Insurance:

The Employer and the Union will establish a working group to study the feasibility of creating eligibility for employees who retire to be afforded insurance coverage of the applicable COBRA rates until Medicare eligibility. Nothing prevents the working group from including other bargaining units to study this issue.

Section 4.14—COVID-19 Pandemic Pay

In recognition of employees' service during the continuing COVID-19 pandemic, all employees who were on the payroll, on approved leave, on layoff with recall rights, at any time between July 1, 2022, and December 31, 2023, and specifically including former employees who retired or were otherwise separated from service on or after July 1, 2022, shall receive (1) a one-time lump sum bonus of \$3,000.00 on either January 1, 2025 or 30 days after ratification of this Agreement, whichever date is later.

Notwithstanding the language above, if an employee is otherwise eligible to receive this one-time lump sum bonus, but was eligible for and received a pandemic pay bonus because said employee was represented by another bargaining unit, that employee will not receive the one-time lump sum bonus as described above.

Section 6.2 Probation/Career Service

New employees will be regarded as probationary employees for the first ~~six (6)~~ **twelve (12)** 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~~ **twelve (12)** months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged, as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, **(1) after the first six (6) months of the probationary period, if the Employer intends to impose a disciplinary suspension on the probationary employee where the suspension will result in a loss of pay, prior to imposing the suspension, except in an emergency or where the employee is unavailable, the Employer shall notify the employee and the Union, and upon request from the Union, will schedule a meeting with the Union and the employee to discuss and allow the employee to respond to the accusations and/or (2)** 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 6.4 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.

This Section 6.2 shall not apply to any new employee who, at the time of his/her hire as a PHN III or PHN IV, was already employed in a City job classification in which he/she held Career Service status.

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 employees will be sent to the Union 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 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. 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 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 PHN IV 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) All permanent PHN IV 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 for fourteen (14) calendar days. There shall be written notification to the Union 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 PHN III may apply for any PHN IV position covered by this Agreement by submitting a bid application during the posting period. An employee shall not be allowed to bid on his/her own classification.

(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. If the Employer determines that two or more applicants are equally qualified to perform the work required, the Employer shall give preference to employee applicants over non-employee applicants.

If selecting between employee applicants the Employer determines to be equally qualified to perform the work required, the Employer shall select the most senior of those employee applicants. The Employer shall determine whether employee applicants are "equally qualified" based upon relevant evidence of performance, experience, training, proven ability and similar criteria related 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 Union. **A successful bidder may not bid for another Employer determined permanent vacancy for six (6) months.**

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.

Should the successful bidder be returned to the former job the successful bidder held just prior to being awarded the bid, the Employer is not required to repost the bid for the vacant position if the Employer decides to fill said position, but may select the next qualified individual on the prequalified candidate list.

If the employer has filled a vacant position in a Department, and if within one (1) calendar year of the position being filled, a vacancy occurs for the same position in the same Department, nothing herein requires the Employer to post the vacancy for bid. Instead, the Employer may select the next candidate on the prequalified candidates list to fill the vacant position. The prequalified candidates list will remain active for one (1) year from the date the original vacant position was filled.

Section 13.7 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. For purposes of this section, a "majority of City unionized employees" excludes sworn employees of the Police Department, uniformed members/employees of the Fire Department, and employees in prevailing wage rate classifications.

The Union withdraws the following proposals and the parties agree that current CBA language remains in place:

Section 3.1—Normal Workweek and Workday

Section 4.12—Uniform Allowance

Section 5.2—Vacations

Section 6.6(d)—Layoff and Recall

Section 10.4—Contract Negotiations