

**Amendment to City of Chicago/Coalition of Union Public Employees
Collective Bargaining Agreement
June, 2009**

Whereas, the City of Chicago has experienced a dramatic decline in revenues during the most recent two fiscal years;

Whereas, other private sector and public sector employers have experienced the same phenomena resulting in the need for the imposition of dramatic responses;

Whereas, the parties to this amendment wish to maintain the highest level of governmental services to the citizens and residents of the City of Chicago while preserving employment opportunities to the maximum extent possible thereby enabling families to maintain health and other employment benefits;

Therefore, the party to this Amendment agrees as follows:

1. Unless otherwise agreed in the terms of this agreement, this amendment only shall be effective during the period July 1, 2009 through June 30, 2011. Effective July 1, 2011, or as otherwise provided in this agreement, all paid holidays shall be fully restored and all overtime accrual and payment provisions shall be made pursuant to the collective bargaining agreement between the parties effective July 1, 2007.
2. During the period July 1, 2009 through June 30, 2011, unless otherwise provided in this agreement, the labor organization executing this agreement agrees to:
 - a.) waive the paid holiday provisions of the collective bargaining agreement; provided, however, that Labor Day shall not be included in the waiver of payment for holidays as provided in the collective bargaining agreement effective July 1, 2007. *The parties agree that the provisions of this subparagraph do not apply to the three (3) additional holidays contained in various bargaining units and applicable to specific positions;*
 - b.) a two (2) hour per week work schedule reduction to be scheduled and implemented by the parties so as to minimize the disruption in public services to the maximum extent possible while maintaining workplace safety concerns. The process envisioned in this sub-section shall be jointly developed by the parties so as to be uniformly administered. Notwithstanding the aforementioned per week work schedule reduction, the Union and the Department may mutually agree to a work schedule reduction no more than and substantially equal to two (2) hours per week to accommodate specific and/or unique needs of the parties; provided, however, that the agreement would not result in a reduction or cut in the salary or wage rate for any affected individual. For example, the parties could agree to take one eight

hour day every four weeks in lieu of the 2 hour per week reduced work schedule. In the event that an employee covered by this Agreement is required to work overtime on the reduced service hour days, overtime shall be calculated and distributed according to the appropriate collective bargaining agreement for that individual and job title; further the City will not substitute or allow non-bargaining unit employees to do bargaining unit work for any union or its members;

In the event that the parties are not able to reach a mutually acceptable arrangement for the work schedule reduction within five (5) business day, or other period mutually agreed upon by the parties, it is agreed that such disputes shall be submitted to binding arbitration before Arbitrator _____, who shall hear the matter within five (5) business days, or other period mutually agreed upon by the parties. At the conclusion of the hearing, each party shall submit its proposed schedule reduction, and the Arbitrator shall select the one which most closely satisfies the purposes of this Amendment. The decision of the Arbitrator shall apply only to the specific schedule reduction in issue and shall apply only of the duration of this Amendment. The Arbitrator shall render a decision from the bench or within five days of the close of the hearing.

The parties further acknowledge that, for the duration of this reduced work week, the following principles shall apply with respect to computation of overtime, vacation and sick time:

- i. overtime, as defined in the collective bargaining agreement, shall continue to be paid pursuant to the existing provisions (e.g., the premium applicable hours over 8 in a day or 40 in a week remain in effect, such that an employee scheduled to work 7 hours on a Thursday (in lieu of 8), and who works the 8th hour on that day, shall be compensated at straight time for that hour, unless the employee has more than 40 hours in the week);
 - ii. vacation days which have been scheduled in advance pursuant to the terms of the collective bargaining agreement shall be paid for at the rate of 8 hours pay (where the employee is a 40-hour employee). Non-consecutive vacation days, if taken on a day where the hours have been reduced pursuant to this agreement, shall be compensated in the form of the number of hours the employee would have worked on that day;
 - iii. sick days, where the employee is eligible for such, shall be paid in the manner provided for in paragraph (ii) above.
- c.) have all overtime accrue and convert to Compensatory Time at the appropriate overtime rate pursuant to the existing collective bargaining agreement; said