



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOUSING AUTHORITY OF COOK COUNTY

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 73 (CIO, CLO)

ADMINISTRATIVE AND CLERICAL EMPLOYEES

Effective

April 1, 2024

Through

March 31, 2028

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This AGREEMENT is entered into by and between the Housing Authority of Cook County, and Illinois Municipal Corporation (hereinafter referred to as “the Authority”) and Service Employees International Union Local 73, AFL-CTW, CLC (hereinafter referred to as “the Union”), subject to the approval of the Board of Commissioners and the U.S. Department of Housing and Urban Development.

WITNESSETH

WHEREAS, is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Authority and the Union, to promote efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretations and application of this Agreement; and

WHEREAS, the Authority voluntarily adopts collective bargaining as a fair, orderly, and reasonable way of conducting its relationships with employees and the Union and acknowledges that such practices and procedures are consistent with the functions and obligations of the Authority, which retains the right to operate effectively, responsibly, and efficiently in accord with this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, mutually covenant and agree as follows.

PREAMBLE

Both parties agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The parties agree to act at all times in such a manner as to ensure proper dignity and respect for bargaining unit employees, other employees of the Authority and management staff of the Authority. Covered members should refer to the Employee Manual, except for economic benefits which are denoted in the Labor Agreement for hours, wages and terms and conditions of employment that are mandatory subjects of bargaining which will be bargained with the Union prior to implementation.

ARTICLE I RECOGNITION CLAUSE

1.1 Scope of Bargaining Unit

The Authority recognizes the Union as the sole and exclusive collective bargaining representative for all administrative and clerical employees, including clerical, typists, accounting and bookkeeping employees, computer operators, field and community service employees, intake and renewal employees, and administrative and management assistants in Rent Assistance and Public Housing programs located at various locations, but excluding executive, managerial, supervisory, professional, confidential and/or short-term employees as defined in the Illinois Public Employees Labor Relations Act.

1.2 Probationary and Temporary Employees

Newly hired employees shall be considered probationary employees until they have completed a ninety (90) day period of continuous employment. Except in an emergency, the probationary period may be extended by the Authority upon ten (10) days' advance written notice to the Union and the Employee for one (1) additional thirty (30) working days. The Employer will provide the reasons for the extension.

1.3 Jurisdiction of the Union

Where it has been determined there is a backlog of essential tasks to be completed and/or other operational needs exist, temporary staff may be retained for a period not to exceed ninety (90) calendar days. In the event the Authority determines an extension of the ninety (90) days is operationally necessary, the Authority will provide ten (10) working days advanced written notice to the Union and the temporary employee, except in an emergency. The jurisdiction of the Union shall include all work performed by the bargaining unit specified in the Agreement. Any person who is not a member of the bargaining unit, except in the following circumstances, shall perform no work within the jurisdiction of the Union:

- Vacation relief of bargaining unit employees.
- Temporary position created by specially funded projects of a specific duration.
- Temporary vacancies caused by bargaining unit employees on leaves of absence.
- Emergencies where no qualified bargaining unit employee is available at the workplace to perform the work in question.
- Trainees for managerial positions, who are performing bargaining unit work as part of their training program, not to exceed thirty (30) calendar days; or
- Temporary vacancies caused by temporary assignments of bargaining unit employees as a result of a bargaining unit employee being on leave (including sick leave) for thirty 30 or more consecutive calendar days, provided the appropriate Union steward and the Union is notified that a bargaining unit employee is on leave in excess of thirty (30) calendar days.

It is expressly understood that this Article I, Section 1.3 shall not be read to prohibit the performance of bargaining unit work by Authority personnel who are excluded as "employees" under the Illinois Public Labor Relations Act (i) in offices where there are no bargaining unit employees who are capable of performing such work, or (ii) where such excluded employees have regularly performed bargaining unit work in the normal course of their employment, but such work constitutes less than a majority of their regular duties. There shall be no diminution of the bargaining unit resulting from the performance of bargaining unit work pursuant to the above exceptions, nor shall such exceptions be used to avoid hiring bargaining unit employees. No temporary employee shall be or remain employed while any regular bargaining unit member is on layoff and is available and qualified to perform such work. The Authority agrees quarterly to provide the Union with a list of temporary employees performing bargaining unit work.

The list shall include the employees' first and last name, date of temporary hire, and the bargaining unit temporary assigned position.

ARTICLE 2 UNION SECURITY

2.1 Membership Dues

All employees covered by this Agreement who are or become members of the Union shall be required to pay Union dues, and initiation fees. Upon written confirmation, by the Union that an employee covered by this Agreement has authorized checkoff of dues, assessments, or initiation fees the Authority shall deduct such dues, assessments, and initiation fees from wages owed to that employee, unless the Union informs the Authority that the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization.

The Union will submit to the Authority a list of employees who have authorized checkoff of dues, initiation fees or assessments. The Union shall provide the Authority with verification that checkoff of dues, assessments, or the employee has authorized initiation fees, by a written authorization, signed by the employee, which includes authorizations created and maintained by use of electronic records and electronic signatures consistent with The Illinois Electronic Commerce Security Act ("ECSA") and the E-Sign Act.

The Union, therefore, may use electronic records to verify Union membership, to verify authorization for voluntary deduction from earnings of an amount equal to initiation fees, or assessments and the regular monthly dues uniformly applicable to members of the Union for remittance to the Union, to enforce window periods for revoking such authorization, to verify authorization for voluntary deductions from wages or payments for remittance to SEIU COPE Funds, subject to the requirements of ECSA and the E-Sign Act.

For purposes of this Agreement, Union membership shall mean only that the employee has tendered to the Union the lawfully required periodic dues and initiation fees, uniformly required under Section 2.1 Union Security of this Agreement. The Authority agrees to deduct from the wages of members of the Union who authorize such deduction in writing on a form to be agreed upon, initiation fees and the monthly dues of the Union. The Authority agrees to remit on a monthly basis the total sum deducted for dues under Article 2 of this Agreement to the Officers of the Union designated by it for that purpose, on or before the tenth (10th) day after the first pay period of each month. Initiation fees shall be deducted and remitted in accordance with a schedule to be submitted by the Union.

2.2 Indemnification

The Union shall indemnify, defend and hold harmless the Authority, its appointed representatives, officers, administrators, agents, and employees against any and all claims, demands, damages, penalties assigned, assessments, suits, actions, complaints, or other forms of liability (monetary or otherwise), and for all legal costs, including, but not limited to, reasonable attorneys' fees, that shall arise out of or by reason of action taken by the Authority for the purpose of complying with Article 2 of this Agreement made in good faith reliance on that information, or in reliance on any list, notice, electronic written authorization, certification, or the use of electronic records and electronic signatures, or assignment furnished under any of such provisions.

2.3 Labor Management Meetings

The Executive Director or designee(s) shall meet with any employee committee not less than once per calendar quarter to discuss matters affecting labor-management relations. Upon mutual agreement, such a meeting may be held on a more frequent basis.

2.4 Access to Bulletin Boards

The Authority shall permit the Union to post announcements and other communications on bulletin boards provided by the Authority for the general use and benefits of its employees.

2.5 SEIU COPE

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union. The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made, or as soon as practicable for the Authority to do so. The Union shall indemnify, defend and hold harmless the Authority, its appointed representatives, officers, administrators, agents, and employees against any and all claims, demands, damages, penalties, assessments, suits, actions, complaints, or other forms of liability (monetary or otherwise) and for all legal costs, including, but not limited to reasonable attorneys' fees, that shall arise out of or by reason of action taken by the Authority for the purpose of complying with Section 2.6 SEIU COPE, or in reliance on any list, notice, electronic written authorization, certification or assignment furnished under any of such provisions.

2.6 Union Stewards-Employee Orientation

The Union representative, or the Steward will be allowed up to forty-five (45) minutes during the initial "On-Boarding" orientation to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement. HACC will not be responsible for any Union requirements or conditions for applicable members to attend or complete any other tasks per the Union, other than providing up to forty-five (45) minute period. This period only will be granted when HACC conducts its "On-Boarding" orientation and only one (1) unit steward or Union representative will attend. The Union will be provided notice of the HACC "On-Boarding" orientation. The Authority will make a reasonable effort to conduct the "On-Boarding" for new hires within fifteen (15) business days of the hire, except for extra ordinary circumstances.

2.7 Seniority Lists

The Authority agrees to comply with the Public Act 94-472 [5 ILCS 315/6(c)]. On a quarterly basis, the Authority agrees to provide the Union with a list of all current employees in an Excel format and transmitted electronically. The list shall, include each employee's first and last name, last four digits of the employees' social security number, job title, department, work location, work phone number home address, personal telephone numbers, personal email addresses (if available), birth date, original date of hire, adjusted date of hire, base hourly pay rate, hours worked year to

date, overtime hours worked year to date and bonus hours year to date, employee identification number, employment status, i.e., full time, part time, seasonal and member/nonmember status.

2.8 Steward Leave

Upon written request from the Union, and not less than two (2) weeks' notice, a Union steward may be granted a leave of absence without pay but without loss of seniority for a period not to exceed thirty (30) days within a twelve (12) month period and in five (5) day increments on a rotational basis. Such leave will be limited to two (2) designated Union stewards per twelve (12) month period.

2.9 No Loss of Pay if Mutually Scheduled Meeting

Whenever bargaining unit employees are mutually scheduled by the Authority to participate during working hours in meetings, disciplinary hearings, or arbitrations where the individual employee is themselves the subject in the matter or they are a steward representing the individual member, additionally, up to two (2) bargaining members shall participate in Labor negotiations without any loss of pay during formal negotiations at the negotiation table or during formal mediation sessions during regular assigned work hours. If subsequent negotiations occur, negotiations will start after bargaining members' regular work schedule, such time shall not be compensated.

ARTICLE 3 MANAGEMENT FUNCTIONS

Except as otherwise agreed to herein, the Authority has and will continue to retain the rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Authority include, but are not limited to, the following rights:

- A. To determine its mission, objectives, purpose, and policies.
- B. To plan direct, control and determine the operations or services to be performed by employees of the Authority.
- C. To set standards for the services to be offered to the public.
- D. To direct the employees of the Authority including the right to assign work and overtime.
- E. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Authority.
- F. To increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons.
- G. To establish, modify, combine, or abolish job positions or classifications; to establish work schedules, the starting and quitting times, and the number of hours to be worked.
- H. To contract or subcontract for goods.

- I. To change or eliminate existing methods of operations, equipment, or facilities.
- J. To suspend, demote, discharge, or take other disciplinary action for just cause against employees.
- K. To create, modify, enforce, or delete Authority orders, directives, and procedures, and
- L. To evaluate performance based on standards established by Management.

The exercise of inherent managerial functions, prerogatives and policy making rights, which the Authority has not expressly or implicitly restricted by a provision of this Agreement, shall not be subject to bargaining with the Union, unless such exercise has either the employees' wages, hours/or terms and conditions of employment as its primary subject, or has a direct effect on employees' wages, hours and/or terms and condition of employment, nor shall such exercise be subject to the grievance procedure contained herein, provided that no Management Function is exercised contrary to or inconsistent with other terms of this Agreement or State or Federal Law.

3.1 Sub-Contracting and Privatization

Except as expressly restricted by the provisions below, inherent managerial functions, prerogatives and policymaking rights, whether listed above or not, which the Authority is not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement. In the event the Authority makes a tentative decision to subcontract or privatize work currently being performed by employees covered by this Agreement, and where such a decision could result in the permanent layoff of bargaining unit members, the Authority will meet with the Union prior to making a final decision for the purpose of discussing the decision and any feasible alternatives. The Employer shall provide a ninety (90) calendar day notice to the Union. However, such discussion shall not unduly delay the final decision. In the event the Authority, in the exercise of its discretion makes a final decision to subcontract or privatize work which was being performed by members of the Local 73 bargaining unit and such decision directly leads to the permanent layoff of members of the Local 73 bargaining unit, the Authority shall provide employees with a thirty (30) calendar day notice or pay in lieu of notice. In the event an employee is to be laid off, the Authority shall make available on a seniority basis any bargaining unit job classification declared by the Authority to be vacant, budgeted and approved by the Executive Director, provided the employee has the present skill, knowledge, demonstrated ability and including disciplinary and attendance records to perform all of the required work without additional training, but with a reasonable amount of orientation. If there are no such vacancies, the employee may exercise whatever other rights are provided for in this Agreement. In addition to the rights and obligations above, the Authority shall require the contractor hired to perform work currently being performed by members of the Local 73 bargaining unit to:

- (1) Meet with the Authority and the Union to discuss the employment of employees subject to layoff prior to any subcontracting; and,
- (2) Interview all current bargaining unit members who will be laid off due to the subcontracting and who performed the work prior to the subcontracting, except as denoted above; and,

(3) Give bargaining unit members being laid off first consideration/right of first refusal for employment as identified below in paragraphs 4, 5 and 6 when they have the necessary knowledge, skill and demonstrated abilities; and,

(4) Offer employment to all qualified bargaining unit members who apply for positions and who meet the job qualification requirements of the contractor and who pass reference check/screening requirements and other requirements of the contractor, if there are sufficient openings; and,

(5) In the event there are more candidates than available positions, the contractor shall select the best qualified candidate. If candidates are relatively equally qualified, employment will be offered by the contractor to the most senior applicants. Such a decision shall not be subject to the grievance procedure; and,

(6) As future positions become available for work which was being performed by members of the Local 73 bargaining unit with the contractor doing the relevant work, the Contractor shall give first consideration to those bargaining unit members found qualified for positions for which they apply but for whom positions were not initially available. Employees laid off shall retain first consideration for one (1) year after the individual's lay-off date; and,

(7) If an employee does not attend the scheduled job fair and is unable to provide an acceptable excuse, or declines an offer of employment, the contractor and HACC shall not have any further obligations to the employee.

Exclusions: Nothing contained in this Article shall apply to:

- a) Subcontracts below \$100,000 expenditure.
- b) Emergencies; provided that the Union is given immediate notice, as soon as administratively possible, upon management's knowledge of the emergency.
- c) Transfers of work to any Resident Management Council, provided that the Union is given a thirty (30) calendar day notice.
- d) Any owner or manager of any building in which Program Participants reside pursuant to any Section 8 certificate/voucher or similar type program, and
- e) Project based assistance each of which shall remain the prerogative of the Authority.

The Union may, in a written request, request relevant documentation on the above exclusions (a) through (e).

ARTICLE 4 EMPLOYEE DISCIPLINE

No employee covered by this Agreement shall be discharged, suspended, or otherwise disciplined without just cause. Newly hired probationary employees may be disciplined with or without just cause, provided that such action shall not be taken for purposes of avoiding the Authority's obligations under this Agreement. The Authority agrees the discipline of all employees shall be administered in an equitable and timely manner. The Authority further agrees that such discipline shall be progressive in nature and include the following steps: verbal warning, written warning, suspension, and discharge. However, the Authority reserves the right to determine that an act warrants suspension or discharge, without progressive discipline steps being applied. Such acts include, but are not limited to, those situations where the safety or welfare of the employee, other employees, or the general public is threatened; the operations or services of the Authority are substantially disrupted or impeded; fraud; gross misconduct while dealing with the public; and/or

abuse of Authority time, property, or resources. Further, the Authority maintains the right to counsel employees and to recommend that an employee obtain professional counseling assistance if the employee's work performance and/or work behavior warrants such action. Verbal, written reprimands will be removed from an employee's file if no further violations are issued in a twelve (12) month period. Suspensions will be removed from an employee's file if no further ongoing violations, or other disciplinary actions, are issued in a twenty-four (24) month period. Management in their sole discretion may use a Performance Improvement Plan for work tasks deficiencies where appropriate instead of disciplinary action. During the time that the PIP is in effect, the supervisor will meet with the individual every two (2) weeks.

ARTICLE 5 NO STRIKE/NO LOCKOUT

5.1 No Strike Commitment

The Union agrees that there will be no picketing, strikes, work stoppages or slowdowns during the term of this Agreement. Neither the Union nor any employee will call, institute, authorize, participate in, sanction, encourage or ratify any picketing strike, work stoppage or other concerted refusal to perform duties by an employee or a group of employees. No employee shall refuse to cross any picket line, regardless of who established such picket line, unless the employee can prove that crossing such picket line would pose an imminent and immediate physical danger to his person.

5.2 Union Liability

Insofar as it is reasonably possible, the Union agrees to notify all employees covered by this Agreement of their obligations and responsibilities for maintaining compliance with the Agreement, including their responsibility to remain at work during any interruption which may be caused or initiated by others. In the event of a strike, picketing or other stoppage in violation of Section 5.1 above, the Union (by its President or designee) shall, as promptly as possible and in no event more than forty-eight (48) hours after notification thereof, publicly disavow such strike, picketing or work stoppage and direct the employees to return to work and shall use its best efforts to encourage a prompt resumption of normal operations. Such a directive shall be made in writing and, to the extent possible, distributed to all employees, with a copy of such a written directive supplied to the Authority. If the Union fails to comply with the above conditions, the Union shall be liable for all damages, direct or indirect, arising from the strike, picketing, work stoppage, slowdown, or other withholding of services in which the members of the bargaining unit participated.

5.3 Exceptions

Regardless of the provisions of Section 5.1 of this Article, the Union shall have the right to picket, strike, or use other lawful economic means against the Authority due to the failure or refusal of the Authority either to arbitrate as provided under this Agreement or comply with the terms of an Arbitration Award.

5.4 Discipline of Strikers

Any and all employees covered by this Agreement who participate in picketing or a work stoppage in violation of this Article shall be subject to immediate discharge. Any action taken by the Authority against picketing or striking employees, provided such action is uniform, shall not be construed as a violation of Article 5 of this Agreement and shall not be subject to the Grievance Procedure, except as to the issue of whether an individual participated in such picketing or work stoppage.

5.5 No Lockout

The Authority agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Definition of Grievance

A grievance is defined as a dispute or difference of opinion raised by an employee, a group of employees, the Union or the Authority involving the meaning, interpretation, or application of the provisions of this Agreement.

6.2 Procedure

A grievance may be initiated by the aggrieved employee(s), the Union or the Authority. It is understood, however, that the parties shall attempt to satisfy concerns on an informal basis before invoking the procedure. Time extensions at any Step may be granted by mutual written consent. In the event an informal resolution proves to be unsatisfactory, a grievance shall be filed and processed in the following manner:

- **Step 1**

The grievant, Authority, Union, and/or Union Steward will submit a Grievance Summary and Disposition Form (which cites specific Articles or Sections of the contract that allegedly have been violated) and the relief requested to the Manager/Director of the Department or if an Authority grievance to the Union's Member Action Center within ten (10) working days following the events or circumstances giving rise to the grievance or when first known by the grievant, Authority or the Union. The Manager/Director of the Department or if an Authority grievance to an elected Union official or designee shall conduct an investigation of all pertinent documents and/or information and meet with the elected Union official or designee or Steward or Authority Management representative at HACC offices, or via phone conferences or by virtual communication, e.g., Zoom Meetings-Go-Meetings within ten (10) working days following the receipt of the grievance and provide a written response to the grievance within ten (10) working days after such meeting. If the grievance is not settled at Step 1, the Grievant, Authority and/or Union may appeal the grievance to Step 2 by submitting the grievance to the Manager/Director of Human Resources or to the Union's Member Action Center. Steward within five (5) working days of the Step 1 response.

- **Step 2**

Within five (5) working days of the receipt of the appeal of the Step 1 grievance response received from the Union, or Authority, the Human Resource Director or designee or if an Authority grievance the Union's Member Action Center, and Steward shall investigate of all pertinent documents and/or information and schedule a Step 2 grievance meeting at HACC or via a phone conference or by virtual communication, e.g., Zoom meetings-Go-Meetings within ten (10) working days of the receipt of the Step 1 grievance. The Human Resource Director or designee, Steward, or the Union's Member Action Center shall render a written decision within ten (10) working days of the Step 2 grievance meeting and forward a copy of the decision to the Union's Member Action Center, or Authority, and the grievant. Grievances over termination or suspension will be initiated with the Employer or Union at Step 2. Verbal counseling may be processed up to Step 2, but not to arbitration.

6.3 Arbitration

If the grievance is not resolved at Step Two 2 of the procedure, either the Union or the Authority may demand arbitration by submitting to the other party a written notice within thirty (30) working days of the Step Two (2) decision. The party requesting arbitration will request from the Federal Mediation and Conciliation Service, a list of seven (7) qualified Arbitrators who are members of the National Academy of Arbitrators within sixty (60) calendar days after submitting the demand for arbitration. The parties by mutual agreement may agree on the selection of an Arbitrator. Within ten (10) working days after receiving the list, the parties shall select as the Arbitrator from one (1) of the Arbitrator's on the list. Either party shall have the option to request another list from FMCS. If the parties cannot agree on an Arbitrator, both the Authority and Union shall each alternately strike from the most recent list submitted by FMCS within thirty (30) calendar days of the receipt of the Federal Mediation and Conciliation Service Panel. The order of striking shall be determined by a coin toss. The last remaining person shall be the Arbitrator. Arbitrations shall be held at the HACC office or by virtual communication, e.g., Zoom meetings-Go-Meetings. Within thirty (30) calendar days of the arbitrator being selected the parties agree to contact said arbitrator and initiate the scheduling process for the hearing to take place. If HACC fails to respond to the grievance within thirty (30) calendar days, the grievance will be granted to the Union. If the Union fails to respond within thirty (30) calendar days, the Union waives the grievance going to arbitration.

6.4 Authority of the Arbitrator

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide the question presented to determine whether there has been violation, misinterpretation, or misapplication of the specific provision of this Agreement. The Arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 2. The Arbitrator's decision on any issue not so submitted or raised shall not be considered. The Arbitrator's decision on any issue shall be without power to make any ruling contrary to or inconsistent with, in any way, the Agreement. The decision of the Arbitrator shall be final and binding upon the Authority, the Union, and the employee(s) involved, provided the decision is not inconsistent with the terms and provisions of this Agreement.

6.5 Fee and Expenses of the Arbitrator

The expenses and fees of the Arbitrator shall be borne equally by the parties. All other expenses shall be paid by the party incurring them.

6.6 Processing and Time Limits

The resolution of a grievance satisfactory to the Union or Authority at any step shall be deemed a final settlement and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by Management. The time limits specified in this Article may be extended or waived by mutual agreement. The Authority's or Union's failure to answer a grievance within the time limits specified constitutes a denial.

6.7 Investigation of Grievances

Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the Authority's operation. Reasonable work time shall be allowed stewards and grievant to process grievances. There will be five (5) stewards, with an alternate for each, as follows: two (2) for the Central Office (one each for Public Housing and for Rent Assistance); one (1) for the Chicago Heights office; one (1) for the Harvey office; and one (1) for the North Suburban offices. Stewards shall notify their immediate supervisor or their designee in advance of processing or investigating a grievance. A Union steward is an Authority employee who is designated pursuant to Union procedures. The steward's responsibilities shall be determined by the Union for the purpose of assisting bargaining unit employees from their areas of jurisdiction including but not limited to, processing grievances in accordance with the terms and conditions, requirements, and procedures of this Agreement. The Union steward or Union representative shall have reasonable access to all official files and/or records, legally permissible, regarding any bargaining unit employee when so designated by the bargaining unit employee involved. Any request for official files or records shall be requested in writing to the Director of Human Resources.

A. The meeting to discuss the grievance or complaint will be held in private. No discussions will take place in areas that may disrupt the efficient operation of the department in which the cause for the grievance or complaint may have occurred. Attendance at grievance/complaint meetings will be limited to individuals who have firsthand knowledge but no more than one (1) Steward.

B. Stewards who participate in the process of resolving grievances or complaints in the manner indicated herein shall not be subject to discrimination for such action. No steward shall interfere with the work of another employee or leave work or work location without first having obtained the express approval of the immediate supervisor. The Steward will also estimate how long they will be away from the work area.

C. Union stewards will be afforded reasonable access to a telephone for official Union business and for use in the making of appointments and securing information related to bargaining unit employee grievances or complaints.

D. Bargaining unit employees have the right and shall be given a reasonable amount of time to meet and confer with their designated Steward or Union representative during duty hours for the purpose of discussing any grievance or complaint or matters affecting their working conditions. Every effort should be made by the Steward and Union representative in processing grievances or complaints to conduct such work prior to, or after working hours, or during any break time, if possible, in order to minimize the impact on day-to-day operations of the Authority.

6.8 Exhaustion of Grievance Procedure

It is the intent of the parties to this Agreement that procedure set forth in this Article shall be mandatory as to any grievance unless expressly and specifically excluded by the terms of this Agreement.

6.9 Pre-Disciplinary Meetings

If the Employer seeks to discipline a covered member, a pre-disciplinary meeting will be conducted within five (5) work days of the member and Union receiving the notice of discipline which shall include a general statement of the grounds of the action pending and any available documents relied upon as soon as possible, except where the violation or violations is or are in the Executive Director's or designee's judgment is or are so serious as to warrant immediate suspension or termination. Notice of the meeting will be forwarded to the Union stating the time and location of the meeting to the Union's Member Action Center. The purpose of this meeting is to provide the employees with an opportunity to state reasons why they should not be suspended or terminated. The employee shall remain in pay status except in cases of gross misconduct (i.e., theft from the Authority, physical altercations, and drug and alcohol violations). Attendance will be limited to individuals who have firsthand knowledge but no more than one (1) Steward and the Local 73 Union representative or the Chief Steward. There will be no delay in conducting the meeting except if the parties in writing agree to extend the time period more than five (5) workdays. The Union or Management may conduct such a meeting via a phone conference, or virtual communication, e.g., Zoom meetings-Go-Meetings. Disciplinary action will be issued in a timely manner after all information has been reviewed and approved by Management.

6.10 Expedited Arbitration

The parties may mutually agree that a grievance or grievances shall be submitted to expedited arbitration concerning discipline issues only and applies to both the Union and the Authority grievances. 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 a hearing. within a period of no more than ninety (90) calendar days unless the parties agree to a longer period. The parties by mutual agreement may agree on the selection of an Arbitrator. Within ten (10) working days after receipt of the list, the parties shall select one (1) of the Arbitrators on the list or have the option to request another list from FMCS. If the parties cannot agree on an Arbitrator, both the Authority and Union shall each alternately strike from the most recent list submitted by FMCS. The order of striking shall be determined by a coin toss. The last remaining person shall be the Arbitrator. Arbitrations shall be held at the HACC office, or by virtual communication, e.g., Zoom meetings-Go-Meetings. Nothing herein precludes multiple grievances being heard on the same day before the same arbitrator. The expenses and fees of the Arbitrator shall be borne equally by the parties in accordance with Article

6 section 6.5 "Fees and Expenses of the Arbitrator". All other expenses shall be paid by the party incurring them. The hearing shall be conducted under the following procedures. The hearing shall be informal.

Each side will have a maximum of three (3) hours to present their case.

No briefs shall be filed, or transcripts made.

There shall be no formal rules of evidence; however, the arbitrator shall only rely on creditable, supported, and documented relevant evidence.

The hearing shall normally be completed within one (1) day, unless both parties agree to extend the period.

The arbitrator may issue a bench decision at the hearing, but in any event, shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such a decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such a conclusion. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 7 SALARIES

7.1 Salaries (Hourly Wage Increases)

All regular, active, full-time employees and new employees who have successfully completed their initial probationary period or any extension thereof shall receive the upon ratification of the successor Labor Agreement by the Union and approval by the Board of Commissioners, the Authority will implement the agreed wage increases. The calculated pay for yearly increases shall not cause an employee's Hourly wage to exceed the "High Hourly Range" salary for the job classification (See Grade & Hourly wage Level Charts Exhibit A). Employees who have completed the probationary period, or any extension, prior to the applicable COLA increase's effective date shall receive the COLA. Employees who have not completed the probationary period, or any extension, after the applicable COLA shall not receive the COLA increase for that year. Employees will move ONLY laterally across the applicable wage schedule each year of this Agreement the first full pay period of April each year. The implementation and application of hourly wage rates will be effective starting in the first full pay period in April 2025. Retroactivity of three percent (3.0%) on straight time hours worked from the first full pay period in April 2024 to March 15th, 2025, based on the Fiscal Year 2024 salaries. Employees will be paid for thirty-seven and one half (37½) hours worked per week.

Covering the period from the first full pay period after April 1, 2025, through March 31, 2026, employees who have completed their probationary period or any extension shall receive upon ratification of the Labor Agreement by the Union and approval by the Board of Commissioners will receive an increase of four (4%) percent added to the covered member's base hourly wage rate for Accountant Payables, Housing Specialists, Waitlist Coordinators, FSS Coordinators, Accounts Payable, Mobility Counselor, General Clerk, and Office Assistants. The High Hourly Ranges on Exhibit A Grade and Hourly Level Chart 04-01-25 through 03-31-26 compensation will be increased.

Covering the period from the first full pay period after April 1, 2026, through March 31, 2027, employees who have completed their probationary period or any extension shall receive an increase upon ratification of the Labor Agreement by the Union and approval by the Board of Commissioners of three percent (3%) added to the covered member's base hourly wage rate for

Accountant Payables, Housing Specialists, Waitlist Coordinators, FSS Coordinators, Accounts Payable, Mobility Counselor, General Clerk, and Office Assistants. The High Hourly Ranges on Exhibit A Grade and Hourly Level Chart 04-01-26 through 03-31-27 compensation will be increased.

Covering the period from the first full pay period after April 1, 2027, through March 31, 2028, employees who have completed their probationary period or any extension shall receive an increase upon ratification of the Labor Agreement by the Union and approval by the Board of Commissioners of three percent (3%) added to the covered member's base hourly wage rate for Accountant Payables, Housing Specialists, Waitlist Coordinators, FSS Coordinators, Accounts Payable, Mobility Counselor, General Clerk, and Office Assistants. The High Hourly Ranges on Exhibit A Grade and Hourly Level Chart will be increased.

<u>Accountant Payables</u>		FY24	FY25	FY26	FY27
Years of Service at FY2024	FY2024 Salary	Hourly	4.0%	3.0%	3.0%
0	\$48,982	\$25.12	\$26.12	\$26.91	\$27.71
1	\$51,481	\$26.40	\$27.46	\$28.28	\$29.13
2	\$53,026	\$27.19	\$28.28	\$29.13	\$30.00
3	\$54,617	\$28.01	\$29.13	\$30.00	\$30.90
4	\$56,255	\$28.85	\$30.00	\$30.90	\$31.83
5	\$57,943	\$29.71	\$30.90	\$31.83	\$32.78
10	\$60,831	\$31.20	\$32.44	\$33.41	\$34.41
15	\$65,897	\$33.79	\$35.15	\$36.20	\$37.29
20	\$68,533	\$35.15	\$36.55	\$37.65	\$38.78
25	\$71,274	\$36.55	\$38.01	\$39.15	\$40.33

<u>Mobility Counselor</u>		FY24	FY25	FY26	FY27
Years of Service at FY2024	FY2024 Salary	Hourly	4.0%	3.0%	3.0%
0	\$44,932	\$23.04	\$23.96	\$24.68	\$25.42
1	\$46,321	\$23.75	\$24.70	\$25.45	\$26.21
2	\$47,694	\$24.46	\$25.44	\$26.20	\$26.99
3	\$49,130	\$25.19	\$26.20	\$26.99	\$27.80
4	\$50,606	\$25.95	\$26.99	\$27.80	\$28.63
5	\$52,104	\$26.72	\$27.78	\$28.62	\$29.48
10	\$53,684	\$27.53	\$28.63	\$29.49	\$30.38
15	\$60,570	\$31.06	\$32.30	\$33.27	\$34.27
20	\$62,379	\$31.99	\$33.27	\$34.27	\$35.29
25	\$64,251	\$32.95	\$34.27	\$35.30	\$36.35

Financial Analyst-Accounts Payable and FSS Coordinator

Years of Service at FY2024	FY2024 Salary	FY24 Hourly	FY25 4.0%	FY26 3.0%	FY27 3.0%
0	\$48,982	\$25.12	\$26.12	\$26.91	\$27.71
1	\$51,481	\$26.40	\$27.46	\$28.28	\$29.13
2	\$53,026	\$27.19	\$28.28	\$29.13	\$30.00
3	\$54,617	\$28.01	\$29.13	\$30.00	\$30.90
4	\$56,255	\$28.85	\$30.00	\$30.90	\$31.83
5	\$57,943	\$29.71	\$30.90	\$31.83	\$32.78
10	\$60,831	\$31.20	\$32.44	\$33.41	\$34.41
15	\$65,897	\$33.79	\$35.15	\$36.20	\$37.29
20	\$68,533	\$35.15	\$36.55	\$37.65	\$38.78
25	\$71,274	\$36.55	\$38.01	\$39.15	\$40.33

Housing Specialist and Waitlist Coordinator

Years of Service at FY2024	FY2024 Salary	FY24 Hourly	FY25 4%	FY26 3%	FY27 3%
0	\$44,932	\$23.04	\$23.96	\$24.68	\$25.42
1	\$46,321	\$23.75	\$24.70	\$25.45	\$26.21
2	\$47,694	\$24.46	\$25.44	\$26.20	\$26.99
3	\$49,130	\$25.19	\$26.20	\$26.99	\$27.80
4	\$50,606	\$25.95	\$26.99	\$27.80	\$28.63
5	\$52,104	\$26.72	\$27.78	\$28.62	\$29.48
10	\$53,684	\$27.53	\$28.63	\$29.49	\$30.38
15	\$60,570	\$31.06	\$32.30	\$33.27	\$34.27
20	\$62,379	\$31.99	\$33.27	\$34.27	\$35.29
25	\$64,251	\$32.95	\$34.27	\$35.30	\$36.35

Office Assistants and General Clerk

Years of Service at FY2024	FY2024 Salary	FY24 Hourly	FY25 4%	FY26 3%	FY27 3%
0	\$37,460	\$19.21	\$19.98	\$20.58	\$21.20
1	\$38,605	\$19.80	\$20.59	\$21.21	\$21.84
2	\$39,748	\$20.38	\$21.20	\$21.83	\$22.49
3	\$40,955	\$21.00	\$21.84	\$22.50	\$23.17
4	\$42,182	\$21.63	\$22.50	\$23.17	\$23.87
5	\$44,741	\$22.94	\$23.86	\$24.58	\$25.32
10	\$46,978	\$24.09	\$25.05	\$25.81	\$26.58
15	\$48,838	\$25.05	\$26.05	\$26.83	\$27.63
20	\$50,793	\$26.05	\$27.09	\$27.90	\$28.74
25	\$52,825	\$27.09	\$28.17	\$29.02	\$29.89

7.2 New Hires

All new hires must remain in the same position for six (6) months before they are eligible for promotion.

7.3 Anniversary Increases

A regular, active, full-time employee who has completed fifteen (15) years of continuous employment service shall be awarded an additional one dollar (\$1.00) per hour added to the employee's base annual salary in recognition of fifteen (15) years of continuous service and paid every pay period after completion of the employee's fifteen (15th) year of continuous employment service. This payment shall be in addition to any scheduled COLA increases.

A regular, active, fulltime employee who has completed twenty (20) years of continuous employment service shall be awarded an additional fifty cents (.50) per hour for a total of one dollar and fifty cents (\$1.50) per hour added to the employees base annual salary in recognition of twenty (20) years of continuous service and paid every pay period after completion of the employee's twentieth (20th) year of continuous employment service. This payment shall be in addition to any scheduled COLA increases.

A regular, active, fulltime employee who has completed twenty-five (25) years of continuous employment service shall be awarded an additional fifty cents (.50) per hour for a total of two dollars (\$2.00) per hour added to the employee's base annual salary in recognition of twenty-five (25) years of continuous service and paid every pay period after completion of the employee's twenty-fifth (25th) year of continuous employment service. This payment shall be in addition to any scheduled COLA increases.

If the applicable Anniversary and COLA increases result in an employee's rate of pay exceeding the High Salary Range set forth in this Agreement, then the remaining balance will be paid in a one-time check. The anniversary increases shall be implemented as of the date that this Agreement is ratified by the Union and approved by the HACC Board of Commissioners and will be applied to all employees who have achieved fifteen (15) or more years of continuous service at the amounts provided for pursuant to an employee's years of service as of the date that this Agreement is ratified by the Union and approved by the HACC Board of Commissioners.

7.4 Reclassification of Position

Either the Director of the Rent Assistance Program or the Director of Management for the Public Housing Program may initiate a request for a position reclassification within their jurisdiction, when, in their opinion, changes in job duties and responsibilities justify a review. The employee will submit a new position description and a Position Evaluation questionnaire to the Executive Director or his designee. An employee who believes his position is not properly classified may request a review thereof. Such a request must be in writing and submitted through supervisory channels to the appropriate Program head. If the supervisor concurs, the supervisor will complete a new position description, and a Position Evaluation questionnaire, and will submit both of them to the appropriate Program head, who will refer requests to the Executive Director or his designee. All requests for position reclassification and/or review will, once initiated, proceed to final action. The employee may, upon request, secure an interview with the Executive Director or his designee

to set forth the reasons for the requested reclassification of position. The recommendation of the Executive Director, which may result in upgrading, no change, or downgrading of the position, will be final. The employee's salary will be adjusted to the appropriate step in the new grade when such review results in either an upgrading or a downgrading of the position. In the event that the employee is not qualified to perform the reclassified position, the employee will be transferred or laid off in accordance with the provisions of this Agreement covering layoff and transfer.

7.5 Pay for Temporary Assignment to Higher Grade

Where an employee is temporarily assigned to assume the responsibility for and to perform the majority of the regular duties of a higher graded position for five (5) or more days, the employee shall receive the higher rate of pay from the first day. Employees assigned to a higher graded position for less than five (5) days will not receive additional compensation for time spent in the higher graded position.

7.6 Call-In-Pay

In the event an employee is asked to report for work on a Saturday, Sunday, or holiday that he or she is not regularly scheduled to work, the employee will be guaranteed a minimum of seven (7) hours pay, unless the Authority and employee agree otherwise. In the event the employee reports to work on a regularly scheduled workday but is sent home from work due to an emergency or crisis beyond the control of the Authority which makes it unfeasible to work, the employee will be guaranteed a minimum of four (4) hours pay.

7.7 Access to Personnel Records

The Authority will grant employees and their authorized representative access to their personnel records in accordance with the Illinois Employees Access to Personnel Records Act (820 ILCS 40/1 et seq.).

7.8 Performance Pay Plan

The Performance Pay Program shall be considered a part of the Labor Agreement from 04-01-25 forward. Employees who have satisfactorily completed their initial probationary period or any extension thereof, and who receive a score of 3.5 or above on their annual performance evaluation, shall receive an increase in their hourly wage. In the event the Director of Human Resources or designee determines that the pattern is justified, the Union shall have the right to submit the Director's determination to the grievance procedure but not to the arbitration step of the grievance procedure. The calculated pay for performance yearly increases shall not cause an employee's salary to exceed the "High Hourly Range" salary for the job classification (See Grade & Hourly Level Charts Exhibit A). The annual performance shall be calculated using the following chart: Employees who have satisfactorily completed their initial probationary period or any extension thereof, and who receive a score of 3.5 or above on their annual performance evaluation, shall receive an increase of their annual salary. In the event the Director of Human Resources or designee determines that the pattern is justified, the Union shall have the right to submit the Director's determination to the grievance procedure but not to the arbitration step of the grievance procedure.

The calculated pay for performance yearly increases shall not cause an employee’s salary to exceed the “High Salary Range” salary for the job classification (See Grade & Salary Level Charts Exhibit A). The annual performance shall be calculated using the following chart:

<u>Evaluation Score</u>	<u>% of Increase</u>
0.00 to 2.99	0.00%
3.00 to 3.49	0.00%
3.50 to 3.99	0.25%
4.00 to 4.49	0.50%
4.50 to 5.00	1.00%

Performance Assessment and Planning Document

EMPLOYEE INFORMATION			
Employee Name:		Department:	
Supervisor’s Name:		Title:	
Do You Supervise Staff	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

Please Check only one box from each category – To be completed by Supervisor

Type of Assessment:	Mid-Year Review (optional) <input type="checkbox"/>	Annual <input type="checkbox"/>
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Instructions and Purpose:

The performance Assessment and Planning Document is part of the Performance Excellence Process. The PEP is reviewed to improve communication, ensure attainment of goals, and promote professional development. Employees and supervisor will co-assess each of the Core Competencies using the rating scale below.

Click on the drop-down menu beneath “Employee Self-Assessment” or “Supervisor Assessment: and select an assessment category from the provided options. Please provide comments and examples to support your assessment. To maximize space provided, please type in single space paragraph format. If you need additional space for comments or examples, attach an additional sheet. For further understanding of the Core Competencies, please click on the red icons. Please complete and submit it to the Human Resources Office by February of 2026 and continuing thereafter.

ASSESSMENT SCALE	
1 – Consistently Does Not Meet Expectations	Employee’s performance regularly fails to meet the essential functions of the position requirements. Desired values and behaviors are unsatisfactory.
2 – Needs Improvement	Employee’s performance occasionally fails to meet the essential functions of the position requirements.

3 – Meets Expectations	Employee’s performance fulfills essential functions of the position requirements. Expectations and/or goals are met.
4 – Often Exceeds Expectations	Employee’s performance often exceeds job requirements and expectations. Desired values and behaviors are consistently demonstrated.
5 – Consistently Exceeds Expectations	Employee’s performance exceeds all job requirements and expectations. Desired values and behaviors are exemplified and always demonstrated.

Sections 1: Core Competencies

A: For All Employees

The character limit is 800 characters. If you want to include more information about your assessment, please create a separate document and attach it to your completed assessment. Please use drop down menu to select assessment scale.

	Employee Self-Assessment Drop down menu ↓	Supervisor Assessment Drop down menu ↓
Service Excellence	Choose an item.	Choose an item.
Employee’s Comments:		
Supervisor’s Comments:		

	Drop down menu ↓	Drop down menu ↓
Job Knowledge	Choose an item.	Choose an item.
Employee’s Comments:		
Supervisor’s Comments:		

	Drop down menu ↓	Drop down menu ↓
Efficiency	Choose an item.	Choose an item.
Employee’s Comments:		
Supervisor’s Comments:		

	Drop down menu ↓	Drop down menu ↓
Accountability	Choose an item.	Choose an item.
Employee’s Comments:		
Supervisor’s Comments:		

	Drop down menu ↓	Drop down menu ↓
Interpersonal/Team Skills	Choose an item.	Choose an item.
Employee’s Comments:		
Supervisor’s Comments:		

	Drop down menu ↓	Drop down menu ↓

Diversity and Respect	Choose an item.	Choose an item.
Employee's Comments:		
Supervisor's Comments		

B: For Employees with Management / Supervisory Responsibilities

	Drop down menu ↓	Drop down menu ↓
Performance Coaching	Choose an item.	Choose an item.
Employee's Comments:		
Supervisor's Comments:		

	Drop down menu ↓	Drop down menu ↓
Leadership	Choose an item.	Choose an item.
Employee's Comments:		
Supervisor's Comments:		

	Drop down menu ↓	Drop down menu ↓
Critical Thinking Skills	Choose an item.	Choose an item.
Employee's Comments:		
Supervisor's Comments:		

**Section II: Goals and Accomplishments
To Be Completed By Employee Only**

The character limit is 500 characters. If you want to include more information about your goals, please create a separate document and attach it to your completed assessment.

Goal Achievement(s): List the goals that were achieved during the past fiscal year.	
1.	
2.	
3.	
4.	
5.	

Goal Achievement(s): List the goals that were achieved during the past fiscal year.	
1.	
2.	
3.	
4.	
5.	

Goal Achievement(s): List the goals that were achieved during the past fiscal year.	
1.	
2.	
3.	

To Be Completed By Manager / Supervisor

The character limit is 400 characters. If you want to include more information about your goals, please create a separate document and attach it to your completed assessment.

Drop down menu↓	
Employee's Performance: Goal Achievement. Summary and Recommendations (This section is used for the supervisor to make any final comments that may be relevant to the performance assessment.)	Choose an item.
Supervisor Comments:	

Goals: Identify between 2 to 5 relevant goals for the employee to achieve during the next assessment period. Goals must be S.M.A.R.T. (Specific, Measurable, Agreed-upon, Results-focused, and Timed)	
Goal 1.	
How will it be measured:	
Goal 2.	
How will it be measured:	
Goal 3.	
How will it be measured:	
Goal 4.	
How will it be measured:	
Goal 5.	
How will it be measured:	

Section IV: Employee Comments

Employee Comments: (This section is for the employee to provide any additional comments following the performance discussion meeting.)

Section V: Signatures – Do NOT sign until after meeting with your manager.

Employee Name (Please Print)	
Employee Signature	Date:
Supervisor's Name (Please Print)	
Supervisor's Signature	Date:
Second Level Supervisor Name (Please Print)	
Second Level Supervisor Signature	Date:

The Performance Assessment and Planning Document must be completed and submitted to Human Resources each February.

ARTICLE 8 HOLIDAYS

8.1 Paid Holidays

The Authority shall observe the following days as paid holidays for full-time, eligible, active, regular employees. Part-time employees will be paid holiday pay if they were scheduled to work on any holidays listed and paid the number of hours they were scheduled to work as holiday pay.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Eve (1/2)
Juneteenth	Christmas Day
Independence Day	New Year's Eve (1/2)

When specified by the federal government, the holidays set forth in the paragraph above shall be observed on the federal day of observance. Employees may request a religious holiday not listed above using vacation or personal leave time, which request will not be unreasonably denied. An announcement will be published annually listing the specific dates of observance of all holidays. Employees who are served with a subpoena or summons for testimony to attend court proceedings or administrative hearing on any of the above holidays must inform the Human Resources Director and immediate supervisor. Employees who are scheduled to be in court or at an administrative hearing must appear as scheduled, even if the hearing falls on an office holiday or other scheduled leave day. Employees may not request leave, and will not be granted leave, on days that they are scheduled to appear in court or at an administrative hearing. If the employee was approved for a leave of absence prior to being notified of the scheduled appearance, the employee should consider the previously approved leave cancelled. The employee is obligated to inform the attorney assigned to the case as soon as possible of any attendance issues relating to their scheduled appearance. If the employee must appear in court or at an administrative hearing during a holiday listed above, the employee will be paid the appropriate rate of pay per the Labor Agreement. HACC agrees to reimburse up to five hundred dollars (\$500.00) for costs that cannot be converted into a credit or banked or returned for future use if the employee's previous approved benefit time is cancelled because of their required attendance for a scheduled appearance. The employee must provide written documentation of any loss that cannot be credited, banked, or returned to the employee by the service provider for future use. Failure to provide such documentation within sixty (60) calendar days waives any reimbursement.

8.2 Non-Workday Holidays

Holidays set forth in this Article which are not specified by federal designation, and which fall on non-workdays shall be observed as follows:

- When a holiday falls on Saturday, the previous Friday will be observed as a holiday.
- When a holiday falls on Sunday, the following Monday will be observed as a holiday.

8.3 Payment for Holidays

Full-time, regular employees shall be paid for holidays only if they are in pay status on the last scheduled workday before and the first scheduled workday after the holiday. Employees who have called in sick prior to or after a designated holiday will be required to provide a physician statement of the employee's inability to work in order to be paid for the holiday, unless on pre-approved paid leave.

ARTICLE 9 LEAVES OF ABSENCE

9.1 Personal Paid Leave

All full-time, regular employees hired prior to the execution of this Agreement shall be entitled to four (4) paid personal leave days per year. Employees shall accrue them at the rate of one (1) day on the first day of each calendar quarter. Newly hired employees must work a complete calendar quarter before receiving their first personal day on the first day of the next calendar quarter. Such days shall not be cumulative from year to year and shall not be converted to any other type of leave. The minimum amount of personal leave time which can be charged is one (1) hour. Ordinarily, the Authority must approve in advance an employee's use of personal, paid leave under this Section. However, where an occurrence between 4:30 p.m. and 8:30 a.m. makes it impracticable to obtain prior approval, the employee must seek approval as soon as is practicable under the circumstances. Such approval will not be unreasonably denied. An employee shall be entitled to receive pay for any personal day if the employee is in pay status on both their last scheduled day prior to the personal day and their first scheduled day after the personal day. An employee is in pay status if the employee is earning pay, either by working or while on pre-approved, vacation leave, sick leave, bereavement leave, jury duty, or military leave.

9.2 Bereavement

Eligible, active, regular, full-time employees may request a paid bereavement leave, of up to three (3) consecutive workdays, of which one (1) must be the day of the funeral/memorial to attend the funeral/memorial service if there is a death in the employee's immediate family. Part-time/temporary staff will be granted unpaid Bereavement Leave but must meet the applicable requirements for such leave. Employees must make a written request to the Human Resource Department for review and approval. Satisfactory proof of attendance at the funeral/memorial service (such as a memorial/funeral memoriam publication, church bulletin or similar documents) must be provided the next working day. "Immediate family member" shall include the employee's spouse and/or biological child, stepchild, foster or adopted child as awarded by the courts, parent, sibling, grandparent, or grandchild, stepparent, domestic partner of either the employee or their spouse, or a child of a person standing *in loco parents*. Paid Bereavement Leave is only provided if the eligible employee was scheduled to work during the Paid Bereavement Leave. An employee may also utilize Bereavement Leave in the event of the death of any other individual who resides permanently in the employee's household. The employee must provide proof that the individual resides permanently in the employee's household (such as documentation identifying the individual's mailing address, IRS tax forms and other official documents). In the event the funeral takes place two hundred fifty (250) miles or more outside of the City of Chicago limits, the employee may be granted two (2) additional consecutive calendar days off. The workday off shall be with pay at the employee's regular rate of pay provided that such five (5) consecutive days off

are required to attend the funeral/memorial service. Pursuant to the Child Bereavement Leave Act [820 ILCS 154/1, *et seq.*] (“CBLA”), employees may be entitled to an additional seven (7) unpaid bereavement days to attend the funeral or alternative to a funeral for a “covered family member” as defined in the CBLA. Employees eligible under the federal Family and Medical Leave Act (FMLA) may if requested be provided seven (7) days additional unpaid leave for absences due to: an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; a miscarriage; a failed adoption match or an adoption that is not finalized because it is contested by another party; a failed surrogacy agreement; a diagnosis that negatively impacts pregnancy or fertility; or a stillbirth. This unpaid leave does not create a right for an employee to take unpaid leave in addition to, or that exceeds the leave time permitted by the FMLA.

9.3 Paid Sick Leave

Effective July 1, 2017, eligible, active, regular, full-time employees will accrue sick leave benefit time of 1.62 hours for each work week in pay status the first day of the pay period after thirty (30) calendar days of continuous uninterrupted active employment up to a maximum of eighty-four (84) hours per calendar year. Sick leave may be accrued to a maximum of one-thousand-twenty (1020) hours but will not be paid out for any reason upon separation. Sick leave shall not be considered a privilege which an employee may use at their discretion but shall be allowed only in the case of necessity and sickness. Employees who are not in pay status for the entire calendar week will not earn or accrue sick leave for such a week that the employee is in unpaid status. Sick leave must be used minimally in one (1) hour increments and thereafter in multiples of whole hours.

In the case of paid sick leave used for reasons other than domestic violence, sexual violence or stalking, a supervisor may require an employee to provide a written physician’s statement verifying the illness whenever an employee has been absent for three (3) days or more or where patterns of use are questionable or a series of absences or other circumstances. In the case of paid sick leave used for victims of domestic violence, sexual violence or stalking, a police report, court document, signed statement from an attorney, a member of the clergy, or a victim service advocate, or any other evidence that supports the covered employee’s claim, (including a written statement from the employee, or any other person who has knowledge of the circumstances) shall satisfy the documentation requirement. The employee may choose which document to submit, and no more than one document shall be required if the earned sick leave is related to the same incident of violence or to the same perpetrator. The Employer shall not delay the commencement of earned sick leave taken for sick leave nor delay payment of wages, on the basis that that the Employer has not yet received the required certification.

Where the employee has been absent due to an injury, operation, or for other extensive medical care, the employee must bring a statement from their treating physician verifying that the employee is able to return to work and perform the full duties of the position with no restrictions. The Employer may require an employee to be examined by a physician of its choice when a question arises about an employee's ability to return to work or the use of extensive sick time by the employee. Employees are required to contact their manager directly by the manager’s cell phone, e-mail or text and e-mail payroll@thehacc.org to report unscheduled absences or anticipated tardiness or unavailability for work, prior to 8:00 a.m., unless other arrangements have been made. The e-mail must list your name, department, Manager’s name, and if you are going to be absent or tardy and your estimated return date or time of arrival. Employees who have different working

hours must prior to their scheduled starting time follow the procedure as stated above. HACC retains the right to take corrective steps to address abuse of unavailability for work or if an employee has prolonged and/or frequent or regular absences or excessive use or patterns of absences or tardiness. Sick leave may be used under the following circumstances:

- Illness or non-job-related injury of the employee.
- Cases of serious illness in the employee's family, (as defined below) which requires the employee's presence; and,
- Job related injury, provided that the amount of sick leave paid to the employee will be equal to the difference between their salary and the amount of temporary total disability pay, if any. The reduction of sick leave shall commence with the first day on which the employee receives temporary total disability pay; provided, however, that in no event shall the payment to the employee of other compensation under the Illinois Worker's Compensation Act be chargeable against the employee's accumulated sick leave benefits.
- Medical care, treatment, diagnosis or preventative medical care, dental or optical appointments (with prior written approval at least five (5) work days in advance by the immediate supervisor), for the employee, or members of the employee's family, defined as the employee's spouse (under the laws of any state), legal guardian, ward, children, parent, sibling, spouses parent, grandparent, grandchild, domestic partner, domestic partner's parent, or any individual related by blood or whose close association with the employee is equivalent of a family relationship. For purposes of this Section, a "child" includes not only biological relationships but also relationships resulting from adoption, step-relationship and/or foster care relationship, or a child to whom the employee stands in *loco parentis*. For purposes of this policy, a "parent" includes the biological, foster, stepparent, or adoptive parent or legal guardian of an employee, or a person who stood in *loco parentis* when the employee was a minor child.
- An employee's being quarantined for having been exposed to a contagious disease so that the employee's presence would jeopardize the health of others, or.
- Employee's place of business is closed by order of a public official due to a public health emergency, or the employee needs to care for a child (as defined above) whose school or place of care has been closed by order of public official due to a public health emergency.

If an employee's need for earned sick leave is reasonably foreseeable, the Employer may require up to five (5) working days' advance notice before leave is taken. If the need for paid sick leave is not reasonably foreseeable, the employer may require the employee to give notice as soon as is practicable on the day the employee intends to take paid sick leave by notifying the employer via-phone, e-mail, or text message. "Reasonably foreseeable" sick leave includes, but is not limited to, prescheduled appointments with health care providers for the employee or for the employee's family member (as defined above), and court dates in domestic violence cases. However, any notice pertaining to reasonably foreseeable paid leave shall be waived in the event that an employee is unable to give notice because the employee is unconscious, or otherwise medically incapacitated. If the leave is one that is covered under the Family Medical Leave Act, notice shall be in accordance with the FMLA. Employees are not responsible for finding a replacement worker

to cover work hours during their paid sick leave. Accrued but unused paid sick leave shall not be paid out or reimbursed to the employee upon the employee's termination, resignation, retirement, or other separation from employment. Violation of this Section will result in disciplinary action, up to and including termination. HACC retains the right to take corrective steps to address abuse of sick leave or if an employee has prolonged and/or frequent or regular absences or excessive use or patterns of absences or tardiness.

9.4 Injury on the Job

Any employee injured or involved in an accident while on the job must immediately report the accident/injury or as soon as possible to and provide any requested information to their immediate supervisor, or designated Department Director and Human Resources. Employees are obligated to complete any necessary forms requested by the Employer or insurance carrier or third-party administrator. Employees are obligated to cooperate with any investigation concerning an alleged accident.

9.5 Paid Military Training Leave

- **Military Active-Duty Leave**

The following procedures, or as amended by law, apply to employees who serve in the United States Uniformed Services or Illinois National Guard, and who are absent from work due to active military service, mobilization, or deployment for an extended period of time. Failure to adhere to these procedures may result in a delay or denial in military leave benefits.

- **Procedures When Requesting Active-Duty Leave**

The employee will provide their Department Director and the Human Resources Director with advance notice that they will be engaging in active military service, including a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity or if advance notice is otherwise impossible or unreasonable under the circumstances. Employees shall submit such notice within at least thirty (30) calendar days of active military service. An employee's failure to provide advance notice of their absence from work in accordance with the attendance policies will subject the employee to discipline.

Full time employees who are members of a military reserve unit, including the National Guard, will continue to receive from the HACC wages that are paid bi-weekly and constitute the difference between their current base pay and the base pay received from the Military (hereafter, "differential pay"). All payroll deductions will continue provided the Employer's portion is sufficient to cover these deductions. In the event the issued paycheck is insufficient to cover these deductions, the employee must provide payment to HACC in order to stay enrolled in the respective plans by the 30th day of each month. Employees are required to provide HACC with prompt documentation of their Military Base Pay in order to facilitate administration of differential pay. Failure to provide necessary documentation will result in a delay or denial of differential pay benefits.

All other benefits will continue to accrue during the military leave of absence.

During periods of military leave, when an employee would otherwise receive differential pay from HACC in lieu of base pay, the employee may elect to use accrued leave time (personal, vacation), so that the employee will receive their base pay from the Employer.

On travel and other training days for which an employee does not receive pay from the Military, the employee will not be compensated through base or differential pay and will be placed on an unpaid status. In these circumstances the employee may elect to use accrued leave time (personal, vacation), so that the employee will receive their base pay from the Employer.

Employees must provide current and updated documentation of military base pay when requested by HACC or when a change in military base pay has occurred. Employees must provide clear documentation of the specific dates for which they received military base pay when requested by HACC.

In accordance with state and federal law, upon completion of active duty, employees must request reinstatement within ninety (90) calendar days after discharge to resume employment with the Employer. Employees are eligible for reinstatement if the employee was not separated from uniformed service with a disqualifying discharge and is able to still perform the essential job functions of their former position. Employees will be reinstated to the same or similar position without loss of seniority, benefits, or the rate of pay in effect prior to active duty, unless circumstances regarding fitness-for-duty have been changed.

- **Military Training Leave**

Military Leave for training purposes shall be granted to employees in accordance with existing state and federal laws. The following procedures apply to HACC employees who serve in the United States Uniformed Services or Illinois National Guard, and who are absent from work due to military training. Failure to adhere to these procedures may result in a delay or denial in military leave benefits.

- **Procedures When Requesting Military Training Leave**

Employees engaging in weekend reserve training (Inactive Duty Training), or ancillary training shall submit their training schedule to the employee's Department Director or designee and the Human Resources Director within thirty (30) calendar days of receiving the schedule. Unless impossible or unreasonable under the circumstances, any changes to this schedule are also to be submitted to the employee's Department Director or designee and the Human Resources Director prior to taking such leave and with as much advance notice as possible. An employee's failure to provide advance notice of their absence from work in accordance with departmental attendance policies may subject the employee to discipline.

Anytime a change is made to an employee's weekend reserve training (Inactive Duty Training) or ancillary training schedule, the employee shall provide their Department Director or designee and the Human Resources Director with a copy of the new military training orders. HACC reserves the right to authenticate military training orders through correspondence with the employee or military unit. HACC may additionally contact the military directly to verify any changes to an employee's training schedule, including the reason for the change. It is the employee's responsibility to ensure HACC receives satisfactory responses from their Military Commanding Officer in a timely manner.

Should the employee not provide timely communication and satisfactory documentation regarding the change in the orders, the employee will not receive differential pay for the time covered under the change order. If the employee provides satisfactory additional information by end of the payroll period for which the leave will be taken, the employee will receive the employee's base pay from HACC for the hours the employee was regularly scheduled to work. On travel and other training days for which an employee does not receive pay from the Military, the employee will not be compensated through base or differential pay and will be placed on an unpaid status. The employee may elect to use accrued leave time (personal, vacation), so that the employee will receive their full pay from HACC. Employees must provide current and updated documentation of military base pay when requested by HACC or when a change in military base pay has occurred. Employees must provide clear documentation of the specific dates for which they received military base pay.

- **Types of Military Training**

Military differential pay will be paid in accordance with applicable state and federal statutes.

Annual Training: Any full time employee who is a member of a reserve component of the Armed Services, including the Illinois National Guard, will be granted leave during their two (2) week annual training commitment ordered by the Armed Services. During this period, generally for a period not to exceed fifteen (15) calendar days, the employee shall continue to receive the employees' base pay from HACC for the hours the employee was regularly scheduled to work and will continue to accrue benefits in accordance with the Military Leave of Absence Act (5 ILCS 325/0.01).

Basic Training: During leaves for introductory basic training, a full-time employee who is a member of a reserve component of the Armed Services, including the Illinois National Guard, will receive from HACC differential pay for the hours the employee was regularly scheduled to work on a bi-weekly basis in accordance with the Military Leave of Absence Act (5 ILCS 325/0.01). All payroll deductions will continue provided HACC's portion is sufficient to cover these deductions. In the event the HACC issued paycheck is insufficient to cover these deductions, the employee must provide payment to HACC in order to stay enrolled in the respective plans by the 30th day of each month.

Specialized Training: For up to sixty (60) calendar days of special or advanced training a full-time employee who is a member of a reserve component of the Armed Services, including the Illinois National Guard, will receive from HACC differential pay for the hours the employee was regularly scheduled to work on a bi-weekly basis in accordance with the Military Leave of Absence Act (5 ILCS 325/0.01). All payroll deductions will continue provided the Employers portion is sufficient to cover these deductions. In the event the HACC issued paycheck is insufficient to cover these deductions, the employee must provide payment to HACC in order to stay enrolled in the respective plans by the 30th day of each month. For periods beyond sixty (60) calendar days, HACC may request additional documentation to determine the employee's pay status.

Ancillary Training or Duty as Required: During leaves for paid training or duty required by the United States Armed Forces the employee will receive from HACC differential pay for the hours the employee was regularly scheduled to work on a bi-weekly basis and will continue to accrue benefits in accordance with the Military Leave of Absence Act (5 ILCS 325/0.01).

Inactive Duty Training: During periods of inactive duty training, limited to weekend drills and battle assemblies, to the extent such drills conflict with an employee's schedule work duties will receive the employee's base pay from HACC for the hours the employee was regularly scheduled to work in accordance with the Military Leave of Absence Act (5 ILCS 325/0.01).

9.6 Unpaid Military Service Leave

An employee who enters the Armed Forces of the United States shall be granted a leave of absence from the Authority for the period they are in service and ninety (90) days following discharge, or hospitalization continuing after discharge for a period of not more than one (1) year. The employee shall be entitled to be reinstated to their former position or to a position of like status and pay under the conditions set forth herein. The employee must present, prior to departure, both evidence of their call to service and affirmation of their intention to return to employment upon separation from service. The employee must be willing to report for work within ninety (90) days after discharge, or ninety (90) days after hospitalization continuing beyond the date of discharge, provided that the hospitalization is for a period of not more than one (1) year after discharge; The employee must be physically and mentally fit for employment at the time the employee notifies the Authority of their desire to return to work. If, by reason of disability, the employee is not fit for a position of like status of pay, but is qualified, such other position shall be offered if a vacancy exists. If such other position does not exist, the employee's name shall be placed on a preferential re-employment register for such a position until the employee is re-employed. In the event of a reduction-in-force, the employee on military leave will be accorded their right to bumping and recall as set forth in the Agreement, with the time spent in military service being treated as employment service time for purposes of calculating seniority. If the employee receives a discharge other than honorable, their reemployment shall be at the discretion of the Board of Commissioners.

9.7 Unpaid Illness and Disability Leave

In case of illness or disability (including pregnancy), and upon a written request by an employee with at least one (1) year of service, and provided that such request is accompanied and substantiated by a physician's statement, the Authority may grant such an employee an unpaid leave of absence for up to three (3) months. In cases where the leave is due to the illness of a family member as defined in Section 9.11 FMLA, the Authority may grant unpaid leave for a maximum period of three (3) months. The Authority shall continue to pay health care insurance premiums for employees on leave under this Section, provided that the time for such payments shall not exceed three (3) months of leave.

- An employee must exhaust accumulated sick and annual leave prior to beginning their unpaid leave status.
- All requests for leave and any extensions thereof shall specify the requested commencement and termination dates of the leave, and all such requests shall be made at least three (3) weeks in advance of the requested commencement date, except in case of emergency or where such prior request cannot reasonably be made.
- An employee on approved unpaid illness or disability leave shall be eligible for reinstatement, provided the employee tenders a physician's statement to the Executive

Director or designee certifying that the employee is physically able to resume regular duties.

9.8 Unpaid Personal Leave

Eligible, active, regular, full-time employees with at least one (1) year of continuous active service with the HACC and who do not meet the eligibility requirements for FMLA, may apply for an Unpaid Personal Leave up to a maximum of three (3) months upon the approval of the Human Resources Department. The granting of such leave is within the discretion of Management. Employees must use all applicable benefit time if available, including sick, if appropriate. Employees should refer to Section 9.10 Family Medical Leave Act (FMLA) for eligibility requirements. Such benefits and benefit accruals including, but not limited to, holidays, vacation, sick, personal days and other paid or compensated time off will be suspended during the Unpaid Personal Leave. There is no retro payment or accruals paid on benefits. The Unpaid Personal Leave is not a substitute for the application of Family and Medical Leave Act and time off will run concurrently if approved under both policies. Upon the employee returning to work, the accruals and benefit eligibility will resume. Employees who are granted such leave will have their anniversary date adjusted to reflect the length of the leave when returned to their former position. Subject to the terms, conditions, and limitations of the applicable benefit plans, HACC will continue to provide, if appropriate, health, dental, life, vision insurance benefits for the full period of the approved Unpaid Personal Leave provided the employee continues to pay their share of the employee monthly premiums. Failure of the employee to pay their employee premiums, where applicable, will cause cancellation of the benefits and the employee will be offered continuation of coverage per Section 15.3 COBRA. The parties agree that an employee's failure to return to work on the day specified will result in termination of employment. Prior to returning from an Unpaid Personal Leave involving medical incapacity, an employee will be required to submit to the Director of Human Resources a medical certification from their treating physician certifying that the employee is able to resume all regular job responsibilities with no work restrictions per their respective job description. Ten (10) calendar days prior to expiration of an approved leave of absence, the employee must notify their supervisor in writing of their return-to-work date prior to the expiration of their leave or submit a resignation. Failure to notify the Authority within the time limit or to return to work on the assigned date will result in termination.

9.9 Jury Duty and Witness Pay

All employees shall be allowed to attend court proceedings for jury duty or when served with a subpoena for testimony will be granted paid leave upon presentation of earnings for service if otherwise scheduled for work. Employees must provide a copy of the summons or subpoena as denoted above to the Human Resource Department, the next business day after receiving the summons or subpoena. In order to receive paid jury duty or as denoted above, employees must sign over any compensation received the next business day to the Human Resources Department. Employees are required to return to work each day or portion of the day that they are not selected for jury duty or called as a witness. Part-Time/Temporary employees will be granted unpaid leave if summoned for jury duty or subpoenaed as a witness in a court case. Employees who are scheduled to be in court or at an administrative hearing must appear as scheduled, even if the hearing falls on an office holiday or other scheduled leave day. Employees may not request leave, and will not be granted leave, on days that they are scheduled to appear in court or at an administrative hearing. If the employee was approved for a leave of absence prior to being notified

of the scheduled appearance, the previously approved leave will be cancelled. The employee is obligated to inform the attorney assigned to the case as soon as possible of any attendance issues relating to their scheduled appearance. Violation of this policy will result in disciplinary action, up to and including termination.

9.10 Family Medical Leave Act (FMLA)

Eligible, active, regular, full-time employees who have been employed continuously and receiving compensation for at least one (1) year or for at least one thousand two hundred-fifty (1,250) hours during the preceding rolling twelve (12) month period are eligible for up to twelve (12) work weeks of Family Medical Leave each rolling calendar year per for one (1) or more of the following reasons: Because of the birth of your child and in order to care for such child (within twelve (12) months after the birth of the child); because of the placement of a child with you for adoption or foster care (within twelve (12) months of the placement of the child); in order to care for your spouse, child, or parents if they have a “serious health condition;” because of a “serious health condition” that makes you unable to perform the functions of your job; or because of any qualifying exigency (as the Secretary of Labor shall determine) arising out of the fact that your spouse, child, or parent is under a call or order to active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. All FMLA requests must be accompanied by the U.S. Department of Labor Certification of Health Care Provider which is available in the Human Resources Department. Employees must complete the certification for review and approval by the Director of Human Resources prior to the leave being granted, if practical. Benefit accruals will be suspended and other paid non-work time during the FMLA Leave and will resume upon return to active employment. Employees must use all applicable benefit time, including sick leave, if appropriate during the leave. See attached Family Medical Leave Act Summary contained in the Employee Manual. Employees eligible for such leave shall provide the Employer with at least thirty (30) calendar day advance notice before the FMLA leave is to begin, except in cases of emergencies. If the FMLA leave is for the employee’s own serious health, sick leave will be used in addition to all accrued applicable benefit leave time during the leave. So that an employee's return to work can be properly scheduled, an employee granted FMLA leave is required to provide the Human Resources Department with at least seven (7) calendar days advance notice of the date the employee intends to return to work. Prior to returning from a Family Medical Leave involving medical incapacity, an employee will be required to submit to the Director of Human Resources a medical certification from their treating physician certifying that the employee is able to resume all job responsibilities with no work restrictions. Employees without the return-to-work medical certification for themselves will not be permitted to return to work. The employee's failure to return to work on the day specified will be construed to be a voluntary resignation by the employee on that date. Subject to the terms, conditions, and limitations of the applicable benefit plan documents, HACC will continue to provide health and other benefits in the Labor Agreement except as expressed in this Section, if applicable for the full period of the approved FMLA leave provided the employee continues to pay their share of the monthly employee premiums based on the current practice. If there is a conflict or inconsistency per this benefit denoted, the FMLA statute shall prevail. Failure of the employee to pay their monthly employee premiums, where applicable, will cause cancellation of the benefits and the employee will be offered continuation of coverage per Section 15.3 COBRA. There is no retro payment or accruals paid on benefits.

9.11 Voting Leave

HACC encourages employees who are registered voters to fulfill their civic responsibilities by participating in the election process. Generally, employees vote either before or after their regular work schedule. If an employee is unable to vote in an election during their non-working hours, HACC may grant up to two (2) consecutive hours of paid time off for an employee to vote. Employees should request time off to vote from their supervisor at least two (2) working days prior to the Election Day with an explanation for the requested paid time. If paid leave is granted, which is within the sole discretion of HACC, the scheduled time off will be either at the beginning or end of the work shift as determined by Management. Employees must submit a voter's receipt issued by the Board of Elections once an individual has cast their vote on the first working day following the election in order to qualify for paid time off.

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.1 Hours of Work

The work week shall be defined as the period from 12:00 midnight Sunday to 11.59 p.m. the following Saturday. The work week, Monday through Friday, shall be 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., (subject to management's approval). Employees will be paid for thirty-seven and one half (37½) hours worked per week, which includes two (2) paid fifteen (15) minute breaks per workday. Employees will have an unpaid one (1) hour lunch break per day. Overtime is triggered when the employee exceeds thirty-seven and one-half (37.5) hours worked in a calendar week. Employees may not deviate from their current assigned work schedule, including altering the lunch period or the two (2) paid fifteen (15) minute breaks per workday, without the written permission of their supervisor. Any written permission granted to deviate from their work schedule shall not create an overtime event for the workday or workweek.

10.2 Overtime Pay

Any overtime worked must be approved in advance and in writing by the employee's Supervisor or designee. Employees will be given forty-eight (48) hours' advance notice of mandatory overtime where practical, and if such notice meets the operational business needs. Employees will be paid for approved overtime hours at the rates set forth below. Overtime opportunities may be available to employees within a specific job classification as equitably as possible and rotated based on seniority upon a number of considerations: including job duties, performance and work history, demonstrated skill level, and attendance. If the staff is servicing the public in person after regular business hours, a notification of the overtime shall be sent via e-mail to their supervisor, providing the start and end time and the reason for the overtime work.

10.3 Rate of Overtime Pay

Overtime

Employees covered by this Agreement will receive additional pay at one and one-half (1-1/2) times their regular hourly rate for all time worked when the employee exceeds thirty-seven and one-half (37½) hours worked in a calendar week. There will be no pyramiding of overtime. Employees will receive additional pay at their regular hourly rate for all time worked in excess of their regular schedule, other than as specified above.

Saturday, Sunday & Holiday

For hours worked on Saturday, the pay rate is computed at one and one-half (1-1/2) times the employee's normal hourly rate of pay.

- For hours worked on Sunday, the pay rate is computed at two and one-half (2-1/2) times the employee's normal hourly rate of pay.
- For hours worked on Holidays, the pay rate is computed at two and one-half (2-1/2) times the employee's normal hourly rate of pay (one and one-half (1-1/2) time's pay plus straight time for the Holiday).

Overtime shall not be approved by the Supervisor for employees who are not in full pay status for seven and one-half (7.5) hours in a day or thirty-seven and one-half (37½) hours in a week with the exception of employees on FMLA or other extenuating circumstances.

10.4 Overtime Computation

For purposes of overtime, all hours paid, except sick time, shall be deemed "hours worked" during the workweek. The work week shall be 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., (subject to management's approval). Employees will be paid for thirty-seven and one half (37½) hours worked per week, Monday through Friday which includes two (2) paid fifteen (15) minute breaks per workday. Employees will have an unpaid one (1) hour lunch break per day. Overtime is triggered when the employee exceeds thirty-seven and one-half (37.5) hours worked in a calendar week. Employees may not deviate from their current assigned work schedule, including altering the lunch period or the two (2) paid fifteen (15) minute breaks per workday, without the written permission of their supervisor. Any written permission granted to deviate from their work schedule shall not create an overtime event for the workday or workweek.

All overtime will be computed in units of quarter hours. Where the Authority requires work to be completed on an overtime basis, the work shall be assigned to the employee who regularly performs the work in question. If said employee declines the offer of overtime, the Authority will offer overtime to the next most senior employee who currently holds the position for which the overtime work. If said employee(s) decline the offer of overtime, the Authority will offer the overtime to any other employee(s) the Authority determines would be able to do the work on a rotational basis.

10.5 Remote Work Policy

Introduction The Housing Authority of Cook County ("HACC") implemented a Remote Work schedule whereby certain staff, depending on work function, have the opportunity to work up to two days a week from home. The remote days were either Tuesday and Wednesday or Wednesday and Thursday. HACC offices are closed to the public on Wednesdays. The HACC has decided to formalize the Remote Work schedule that has been approved by the Board of Commissioners effective April 29, 2024.

Work Schedule While we understand that flexibility is one of the many benefits of remote work, we require remote employees to maintain a consistent work schedule that aligns with their team's needs and the company's core working hours of Monday-Friday, 8:30am-4:30pm.

All employees must be available and responsive during these core hours. Remote Workdays will be determined by your manager based on the needs of the HACC's operations. Employees will work no more than two (2) remote days and three (3) days in the office. During the weeks that have a holiday, Remote Workdays will be cancelled. For example, if there is one (1) holiday in the week, one (1) Remote Workday will be cancelled. If there is more than one (1) holiday in the week, all Remote Workdays will be cancelled.

Performance Expectations We expect all employees to maintain high levels of performance whether they work in-office or remotely. Remote workers should stay mindful of their performance goals, productivity metrics and progress tracking. Managers will conduct regular assessments of performance to ensure employees working remotely are meeting expectations, and employees should maintain open communication with their managers for support as needed to achieve their goals.

Communication To ensure the success of remote work arrangements, we emphasize the need for open and regular communication. Remote employees should use the following approved communication channels to remain connected with team members: Microsoft Teams, Email and phone. Remote workers should also be available and visible on camera for all Microsoft Teams meetings. Upon logging into your machine, you must send a Teams chat to your manager stating that you are logged in.

Microsoft Teams When working remotely, Microsoft Teams must be up and running and you are to be accessible via Teams at all working hours (except lunch and breaks). Also, you should be available via video chat during this time. Appropriate business casual clothing should be worn in case of a business video call.

Workspace Requirements To promote productivity and efficiency, remote employees must set up a workspace that meets the following criteria: a quiet place free of distractions and working on a computer or laptop.

Equipment and Technology To enable efficient remote work, we will provide remote employees with the following equipment and technology: A HACC issued laptop and cellphone. IT will be providing laptops to those employees who do not currently have a HACC issued laptop, in the coming weeks. Remote employees are expected to have or obtain technology, such as a reliable internet connection and to maintain HACC provided equipment in good working conditions. In the event of technical or equipment issues, employees should contact the IT department for assistance.

Data Security and Privacy Remote employees play a vital role in maintaining the security and privacy of HACC's participants and program participants confidential or sensitive information. Employees working remotely must follow established data security guidelines. All confidential or sensitive data must be handled via secure and approved methods, and any suspected security threats or data breaches must be reported to the IT department immediately. If other people are present in your Remote Work environment, then employees must lock their laptops prior to stepping away.

Training and Support We encourage remote employees to obtain assistance from IT whenever necessary, and to participate in team meetings, training sessions and company events to strengthen connections and maintain strong relationships with colleagues.

Termination of Remote Work Arrangement The Housing Authority of Cook County reserves the right to terminate or modify remote work arrangements at our discretion, based on factors including changes in a remote work arrangement, such as job performance issues, evolving business requirements or changes in job role responsibilities. If a remote work arrangement is terminated, employees will be given seven (7) days’ notice of the change and provided with support for the transition back to the in-office environment.

Accepted by:

	Employee Name Print:
(Department) Manager	Employee Signature:
Housing Authority of Cook County	Housing Authority of Cook County
Date:	Date:

ARTICLE 11 REDUCTION-IN-FORCE AND RECALL

11.1 Position and Incumbent Selection

In the event of a reduction-in-force, the Authority will select the position or positions to be abolished. All incumbents in that position will be evaluated based on seniority, with consideration of skill, ability, knowledge and performance (including disciplinary and attendance records). The least senior employee in the position affected will be laid off first from the position, provided that the senior person(s) retained has the ability to perform the job.

11.2 Notice and Bumping

Employees who are in positions to be reduced-in-force shall receive thirty (30) calendar day notice of the layoff. As part of that notice, the employee will be advised the he/she has the right to either: (a) bump a less senior employee in the same position or in a position the laid off employee previously held within the past ten (10) years per Exhibit A if such position(s) exist, or (b) may be placed in an existing vacancy for which they qualify per Management discretion, if such position exists, or (c) be laid off. If the employee bumps to a position held previously, the employee’s current salary prior to the bumping will be maintained if the current salary is within the Low Hourly Range—High Hourly Range listed on Exhibit A for the job classification the employee is bumping into. If the employee’s current salary exceeds the High Hourly Range for the job classification the employee bumped into, the employee will be placed at the High Hourly Range of the new position the employee bumped into. Within three (3) workdays of the date on the notice, the employee may notify the appropriate supervisor that he/she is unable to perform the duties of the new position to which he/she has been assigned. In the notice, the employee must also specify a previously held position for which he/she is currently qualified. If the Authority determines that the employee is not presently qualified to perform the duties of the position where he/she has been placed and if the Authority determines that placement in another previously held position identified by the employee is held by a less senior employee, the employee may be placed in such identified

position. In the event that no position is identified, the position identified no longer exists, or the employee did not serve in that position, the employee will be laid off.

11.3 Qualifying Period

All employees shall receive adequate training and orientation and have a maximum of thirty (30) workdays to demonstrate that he/she is qualified to perform the duties of the position to which he/she has been assigned under the above-described procedure. If the employee does not qualify, he/she will be laid off.

11.4 Recall

Employees laid off from a position will be recalled in seniority order, (most senior recalled first) to their position. In the event that an employee has been placed in a lower graded position (either by filling a vacancy or bumping a less senior employee) and then receives a promotion to another position, he/she will lose his right to be recalled to his/her original position. Except as otherwise provided in this Section, employees with one (1) or more years of seniority will retain their right to recall for one (1) year; employees with less than one (1) year seniority who have successfully completed their probationary period shall be entitled to recall for the number of months equal to their length of service.

11.5 Furloughs

In the event the funding level for the HACC operating budget is reduced, the Authority may schedule unpaid furlough days as determined by the Authority to reduce the impact on employees. Prior to implementing such, HACC will open discussions with the Union on the implementation of unpaid furlough days or other alternatives, but such discussions will not unreasonably delay the unpaid furlough days being implemented or other alternatives. If furlough days are implemented, such furlough days will not be assigned on scheduled holidays as noted in the Collective Bargaining Agreement. Management will not assign more than one (1) furlough day in any pay period. Although employees will not be paid for days not worked as furlough days, they will still be considered in "pay status" on any unpaid furlough days for benefit purposes only. Furlough days will be assigned equally per job classification and/or work tasks unless Management can demonstrate a need not assign furlough days equally. After Management informs covered members of their furlough days, employees may request alternative furlough days for consideration by Management.

ARTICLE 12 PROMOTION AND LATERAL TRANSFER

12.1 Promotion-Posting-Bidding and Selection

It is the policy of the Authority to promote from within the bargaining unit for higher graded bargaining unit positions not filled through demotion or lateral transfer, whenever a bargaining unit candidate meets the qualifications of the position. To this end, the Authority will post all bargaining unit vacancies for a period of ten (10) working days at the central offices and all other offices where employees covered by this Agreement regularly work. In addition, copies of each posting will be sent to all Union stewards. Employees may bid on my posted position by delivering a written application for a posted position to the appropriate office prior to the end of the posting

period. Copies of job postings shall be forwarded to the Local 73 Business Representative. Each applicant will be evaluated to determine whether the candidate meets the qualifications of the position. All internal applicants who possess the minimum qualifications regarding education and/or experience shall be interviewed, in order of seniority, until a qualified applicant is selected. If an internal applicant meets all of the posted minimum qualifications for a position with the exception of lacking up to ninety (90) working days of required experience, then the applicant shall be deemed to be minimally qualified for the position. Internal applicants who are not interviewed because a more senior applicant has been selected will be so notified in writing. An appointment shall be made to fill the position under the provisions in this Article within thirty (30) calendar days of the deadline for application stated in the posting. The successful applicant for a bid position shall be notified of their selection within thirty (30) calendar days. The successful applicant shall be placed into the new position within sixty (60) calendar days of notification. An additional thirty (30) calendar day extension may be granted upon advance notification to the Union. If the successful applicant is not placed into his/her new position within ninety (90) working days, then he/she will be credited on the longevity schedule for the new position with the number of working days in excess of ninety (90) days which elapse before he/she was placed in the position. The job shall be awarded to the senior applicant who satisfies all of the qualifications established by the Authority. "Experience" as used herein shall not include an employee's time spent in the bid job on an interim basis, where such interim services were at the sole discretion of the Authority. or new bargaining unit positions created during the term of this Agreement, the authority retains the sole discretion to determine the job applicant's qualifications including grade, education, skill, ability, experience, and performance (including disciplinary and attendance records), subject only to the Union's right to grieve arbitrary, capricious, or irrelevant criteria. Applicants who do not receive an appointment shall, upon request, be notified in writing why their bid was not accepted. In the event that a question concerning the qualifications of any job applicant is raised within five (5) working days in connection with an appointment to a vacancy, such question shall be referred to the Director of Rent Assistance or the Director of Management. Should the resolution of such a question by the Director of Rent Assistance or the Director of Management not satisfy the job applicant, the matter may be referred to the normal grievance procedure within five (5) working days subsequent to such a resolution. In determining whether a bargaining unit candidate is qualified for a higher graded bargaining unit position, the Authority shall consider the candidate's education, experience, skill ability, and prior work performance at the Authority including his performance reviews and disciplinary and attendance record. The Authority retains the sole discretion to determine whether a candidate is qualified for the vacant position. The Authority will not exercise its discretion in an arbitrary or capricious manner.

12.2 Probationary Period

The employee selected for promotion must satisfactorily complete a ninety (90) calendar day probationary period to remain in the position. The Authority will train the employee on the job duties of the promotional position during the ninety (90) day period. The employee will be evaluated within sixty (60) calendar days of the start of his/her probationary period. Specific areas, if any, in which improvement is necessary in order to successfully complete probation, will be identified in the evaluation. The employee will be informed, in writing, of his/her status at the completion of the ninety (90) day period. If the Authority determines that additional time is required to evaluate the employee's ability in the new position, the Authority may extend the probationary period by up to ninety (90) calendar days. If the probationary period is extended, the employee will be informed, in writing, of the reasons for such extension and the specific

improvement(s) necessary to successfully complete the extended probation. Failure to satisfactorily complete this period will result in the employee returning to his/her original position. Other staff members in lower classifications who have been promoted as a result of this promotion may also be required to return to their original positions. In the event the employee's position no longer exists, the employee will be entitled to another position in accordance with Section 11.2 above. Such other staff members who are returned to their original positions in the Authority from a promotional position under this provision shall be offered the next vacancy in the position from which he/she was removed. If the offer is accepted, Section 12.1 of this Article shall not apply to this vacancy. Such employees will be required to complete a probationary period once placed into the position. An employee who successfully completes the probationary period is not eligible to bid on another position until six (6) months following completion of the probationary period.

12.3 Transfers

- **Permanent Transfers**

For the purposes of this Section a transfer shall be defined as movement from one job classification to another in the same pay grade. Employees may apply for a lateral transfer to a posted position. Lateral transfers shall not take precedence for vacancies over applicants applying for promotions. Applications for lateral transfers shall be treated as provided for in Section 12.1 of this Article. This provision shall apply to Field Representatives applying for transfers to a vacant Field Representative position in another office. Employees shall not be permanently transferred to another position which can be filled by promotion or a voluntary lateral transfer.

- **Temporary Transfers**

Involuntary temporary transfers of an employee shall be limited to a total of eight (8) weeks with up to four (4) week extension by mutual consent per employee in a twelve (12) month period. The Supervisor shall notify said employee at least ten (10) working days prior to transfer except in emergency situations. The Authority agrees to take qualified volunteers in order of seniority before requiring any employee to transfer to another position. Employees required by the Authority to transfer temporarily to another office shall be paid mileage for travel (difference of any extra miles above their normal miles traveled to their permanently assigned work site) to the temporary assigned work site for the duration of the temporary transfer in the event the temporary transfer is to another office which is further from his/her home than the office to which he/she is permanently assigned. In cases of dispute, an appeal can be made by the Union to the Human Resources Director or the Executive Director.

- **Field Representatives**

In cases where the Field Representative position is affected, Floating Field Representatives shall be utilized on a seniority basis. Employees may also appeal such transfers through the formal grievance process.

12.4 Job Descriptions

Job descriptions shall be brought up to date for all bargaining unit classifications and copies shall be forwarded to the Union and Chief Steward. Each employee shall receive a copy of their own job description.

12.5 Evaluations

Non-probationary employees will be evaluated not less than once per year by their immediate supervisor and other supervisors, if necessary, provided the other supervisor has supervisory responsibility over the employee during the year. Input on an evaluation from supervisors other than the immediate supervisor shall be so identified. The immediate supervisors will meet with employees, upon request, to discuss the employees' performance, progress, or lack of progress and development needs. Upon request, the evaluation will be substantiated with specific and relevant examples of an employee's performance. Performance shall be measured and evaluated throughout the period under consideration. The employee will be allowed time to make comments on the evaluation form.

12.6 Temporary Positions

In the event the Authority decides to fill a vacancy temporarily with a bargaining unit employee the Authority must first offer the vacant position to bargaining unit members by posting and filling the positions provided for in Section 12.1 of this Article. If no qualified employee applies for the temporary vacancy the Authority may assign the job through transfer or demotion to the least senior employee qualified to do the work. The Authority may also fill the temporary vacancies with a non-bargaining unit employee in accordance with Article 12.3. The bargaining unit member assigned to the temporary vacancy shall be returned to his/her permanent position when the temporary position ends. A temporary position shall be terminated or reposted as a permanent position after six (6) months, except where the vacant position is due to the authorized leave of absence of a bargaining unit employee, in which case the temporary position may be extended as long as there is a reasonable expectation that the employee on leave will return to work. Employees required by the Authority to fill a temporary vacancy through demotion shall be paid at the rate of their permanent position.

ARTICLE 13 SENIORITY

13.1 Definition

Seniority is defined as the time spent in pay status with the Authority as a regular, full-time employee. An employee will accumulate no seniority during the probationary period until satisfactory completion of the probationary period shall be credited seniority retroactively to the first day of employment. An employee will not accumulate seniority during periods when he is on unpaid leave or otherwise not in pay status.

13.2 Loss of Seniority Rights

Service of an employee shall be broken, seniority right (if any) lost, and the employment relationship terminated by:

A. Quit, discharge or retirement.

B. Layoff in excess of one (1) year or, for employees with less than one (1) year of service, the number of months the employee was employed, provided the initial probationary period has been completed.

- C. Failure to return to work upon expiration of leaves of absences.
- D. In cases of voluntary leave, no more than six (6) months.
- E. In cases of disability or non-work-related injury leave, no more than twelve (12) months.
- F. In cases of work-related injury leave; no more than three (3) years.
- G. Absence for three (3) consecutive days without reporting, unless the employee can demonstrate good cause for the failure to notify the Authority; or
- H. Failure to report back to work within five (5) days after notice of recall.

ARTICLE 14 ANNUAL LEAVE-VACATIONS

14.1 Annual Leave

Eligible, active, regular, full-time employees will accrue vacation leave as noted below for each calendar month of paid employment after the first day of the pay period after thirty (30) calendar days of continuous uninterrupted active employment. All full-time employees become eligible to use their vacation leave after completion of six (6) months of employment with the Authority. Eligibility for vacation leave shall be based upon years of continuously paid full-time employment with the Authority. An employee will not accumulate vacation leave during any period the employee is in unpaid status for thirty-seven and one-half (37½) or more hours in that month. Vacation leave must be used minimally in three (3) hour increments and thereafter in multiples of whole hours. The employee should make their written vacation request at least seven (7) calendar days in advance of the requested time off to their immediate supervisor. The Authority will try to accommodate all vacation requests, but the needs of the Authority and its operating efficiency will be considered foremost. Leave taken without prior approved authorization shall be considered leave without pay, unless an emergency and the validity of the emergency be supported and demonstrated and approved by the Director/Manager or designee. The scheduling of vacation time is within the discretion of the Authority. Such requests will not be unreasonably denied. If an observed holiday occurs during an employee's scheduled and approved vacation leave, no deduction from accrued vacation leave will be made for the observed holiday. Annual leave will be prorated for part-time employees. If an employee becomes ill during a vacation leave, such days may not be designated as Sick Leave, unless the employee provides medical documentation from the treating physician of their illness. However, if any employee is ill and has exhausted sick leave credits, vacation leave credits may be used by the employee in lieu of sick leave credits.

Upon the agreement of the Authority or if the Authority has not permitted the taking of the vacation leave during the calendar year earned, employees may carry over unused vacation leave into the next calendar year, not to exceed two-hundred ten (210) hours. Subject to operational needs, the Authority shall approve an employee's use of earned vacation per the requirements for such use. Effective after the ratification of this labor agreement, employees will only be authorized to carry over one hundred twenty (120) hours of vacation. Any excess of vacation time over the one hundred-twenty (120) hours maximum yearly carryover accrued which the employee has not used each year or was denied will be paid out the second pay period in March of each year at the employees' current rate of pay.

A. Two (2) weeks (10 working days) per year (accrued at the rate of 5/6th of a day per month) for the first three (3) years of employment.

B. Three (3) weeks (15 working days) per year (accrued at the rate of one and one-quarter (1-1/4) days per month) for over three (3) and up to ten (10) years of employment.

C. Four (4) weeks (20 working days) per year (accrued at the rate of one and one-two-thirds (1-2/3) days per month) for over ten (10) and up to fifteen (15) years of employment.

D. Four (4) weeks and one and one-half (1-1/2) days per year (21.5 working days) (accrued at the rate of 1-19/24 days per month) for over fifteen (15) and up to sixteen (16) years of employment.

E. Four (4) weeks and three (3) days per year (23 working days) (accrued at the rate of one and one-twelfth (1-11/12) days per month) for over sixteen (16) and up to seventeen (17) years of employment.

F. Five (5) weeks per year (25 working days) (accrued at the rate of 2-1/12) days per month) for over seventeen (17) years of employment.

The Parties agree the terms of the paid leave provisions of this CBA are sufficient to satisfy any conflicting provisions in the Chicago Ordinances and this Section 130-040 is applicable

14.2 Pay Upon Separation

Effective January 1, 2025, employees will not be authorized to carry over vacation hours unless the employee can demonstrate that the Authority has denied the employee's reasonable requests during each calendar year. Such a carryover of time to a maximum of one hundred-twenty (120) hours if approved by Management must be utilized the following year, in addition to any earned vacation time in the following year.

ARTICLE 15 HEALTH INSURANCE

15.1 Health Insurance

Eligible, active, regular, full-time employees are entitled to enroll for health insurance benefit which will be effective on the first day of the month following the employee's active start date. During the open enrollment period, employees must provide evidence of insurability for family members' coverage, including, but not limited to, marriage license, and birth certificates. Consult plan documents for more specific information and other eligibility requirements as eligibility is subject to the conditions and requirements described in each of the plans and contracts. Effective 04-01-24, the Authority shall pay eighty-eight percent (88%) of the applicable monthly premium for single or dependent coverage selected, and the employee paying the remaining twelve percent (12%) premium per month. Effective 04-01-25, the Authority shall pay eighty-eight percent (88%) percent of the applicable monthly premium for single or dependent coverage selected, and the employee paying the remaining twelve percent (12%) premium per month. Effective 04-01-26, the Authority shall pay eighty-six percent (86%) of the monthly applicable premium for single or dependent coverage selected, and the employee paying the remaining fourteen percent (14%) premium per month. Effective 04-01-27, the Authority shall pay eighty-three percent (84%) of the

applicable monthly premium for single or dependent coverage selected, and the employee paying the remaining seventeen percent (16%) premium per month. The provider shall have the authority to amend the insurance plan(s), coverage(s) and the benefits provided for herein. The Authority assumes no liability with respect to the benefit provided in said medical plans, other than its sole obligation to pay the monthly contribution required hereunder. This benefit is governed by the provisions, requirements and obligations of the benefit Plan documents and Plan contracts which are available for review by making an appointment with the Human Resources Department. If there is a conflict or inconsistency among these benefits denoted, the actual Plan documents or Plan contracts shall prevail. The parties acknowledge that the Employer is obligated to comply with the requirements of the Federal Affordable Care Act. The parties agree that if the Affordable Care Act and the related regulations, obligations, standards or requirements of the Act are implemented, the parties will meet and discuss the effects of the changes on the health insurance provided herein. Health insurance coverage ceases at the end of the month from the date of separation from employment except for any continuation of coverage per Section 15.3 COBRA.

The Authority shall continue to contribute its portion of the monthly premium for Health insurance on behalf of employees who are on approved leaves of absence for a period not to exceed three (3) months. After expiration of any applicable leave, employees may apply for continuation of coverage per Section 15.3 COBRA. Failure of the employee to pay their monthly health employee premiums, where applicable, will cause cancellation of the benefit and the employee will be offered continuation of coverage per Section 15.3 COBRA. The Union and its covered members shall indemnify and hold the Authority and County, its appointed representatives, officers, administrators, agents and employees harmless against any and all claims, demands, suits, actions, complaints or other forms of liability (monetary or otherwise) that shall arise out of not enrolling the eligible members or by reason of action taken by the Authority for the purpose of complying with the above provisions of this Agreement so long as the Authority has provided the names to the Union.

15.2 Dental/Vision Insurance

Eligible, active, regular, full-time employees are eligible for dental/vision insurance benefits on the first day of the pay period after thirty (30) calendar days of continuous uninterrupted active employment. During the open enrollment period, employees must provide evidence of insurability for family members' coverage, including, but is not limited to, marriage license, birth certificates. If there is a conflict or inconsistency with this benefit denoted, the actual plan documents or contract shall prevail. Eligibility is governed by the provisions, requirements and obligations of the benefit plan documents and contract which are available for review by making an appointment with the Human Resources Department. The Authority assumes no liability with respect to this benefit provided in said dental/vision plans, other than its obligation to contribute towards the monthly premium as determined by the Authority. Dental/vision insurance coverage ceases on the date of separation from employment subject to applicable law. HACC retains the right to change, or implement employee premium contributions, change options or plan design, exclusions, level of coverage, eligibility requirements or scope of benefit with prior notice. Employees who participate will contribute the same percentage contribution towards the monthly premiums as stated in Article 15 Health Insurance for the coverage selected.

15.3 Health Coverage During Leave of Absence (COBRA)

Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 or as amended, (COBRA), eligible employees and their eligible dependents may be entitled to continue health insurance coverage for up to eighteen (18) calendar months upon the occurrence of certain events that would normally result in termination of coverage under the plan. The cost of this coverage shall be paid by the employee, former employee or eligible dependent(s) and shall be responsible for the entire applicable current monthly premium of the health insurance and up to a two percent (2%) administrative fee if charged. Employees granted a leave of absence per Article 9 of this Agreement shall be entitled to receive the same health insurance benefit for themselves and their families as they were entitled to prior to such leaves of absence.

ARTICLE 16 401(k) PLAN- LIFE INSURANCE

16.1 401(k) Plan

Eligible, active, regular, full-time employees may make voluntary contributions to the 401(k) plan the first full pay period after the hire date. The Authority will begin the Employer's contribution after six (6) months of continuous uninterrupted active employment. If there is a conflict or inconsistency per this benefit denoted, the actual Plan documents shall prevail. The Authority will continue to maintain the 401(k) Plan and will pay contributions on behalf of all employees covered by this Agreement into the 401(k) Plan not less than the agreed to benefits levels. In the event that HUD funding levels render it impractical for the Authority to comply with this Section 16.1, the Authority shall promptly notify the Union in order to schedule negotiations for a replacement provision for this Section 16.1. In the event that any changes made to the Plan substantially affect the level of benefits provided therein, the Authority shall provide the Union at least thirty (30) days prior notice and shall upon request negotiate with the Union over the effects such changes shall have on members of the bargaining unit. The Employer, effective April 1, 2014, shall contribute six percent (6%) of gross wages per month and employees who are eligible to participate in this plan may make voluntary contributions per pay period to the 401(k) Plan to the maximum allowed per the Internal Revenue Code. The Employer's percentage of 401(k) Plan contributions shall be no less than the Employer's contributions for non-represented staff. Any questions regarding the Plan and its application should be directed to the Human Resources Department.

16.2 Life Insurance

Eligible, active, regular, full-time employees are entitled to enroll for a basic term life insurance benefit amount of 2 times the employee's annual wage in effect at time of enrollment, up to a maximum three hundred fifty thousand (\$350,000) effective on the first day of the pay period after ninety (90) calendar days of continuous uninterrupted active employment. This benefit is governed by the provisions, requirements and obligations of the benefit Plan document and Plan contract which are available for review by making an appointment with the Human Resources Department. Life insurance coverage ceases on the date of separation from employment, except for available continuation of coverage per the plan document and contract. The Authority assumes no liability with respect to this benefit provided in said Life plan, other than its obligation to contribute towards the monthly premium as determined by the Authority. If there is a conflict or inconsistency between this benefit denoted and the plan, the actual Plan document, or Plan contract shall prevail.

The Employer retains the right to implement, change employee benefit premium contributions, plan design, exclusions, level of coverage, eligibility requirements or scope of benefit with prior notice.

ARTICLE 17 DISABILITY BENEFITS

17.1 Long Term Disability

The Authority will maintain an employee paid Long Term Disability plan for eligible, active, regular, full-time employees who are unable to work because of a qualifying disability due to a non-work-related injury or illness are eligible for Long Term Disability benefit as defined and administered per the plan document and contract and will be responsible for the monthly premium. Employees are eligible for this benefit on the first day of the month after sixty (60) calendar days of continuous uninterrupted active employment. Details of the LTD including benefit amounts and eligibility, limitations, restrictions, evidence of insurability and requirements are described in the Summary Plan Description. A claim may not be filed until one hundred-eighty (180) calendar days which must be accumulated within a three hundred sixty-five (365) calendar day period if determined to be a qualifying disability due to an injury or illness as defined and administered by the plan document and contract. The Authority assumes no liability with respect to this benefit which is governed by the provisions, requirements and obligations of the benefit plan document and contract which are available for review by making an appointment with the Human Resources Department. If there is a conflict or inconsistency per this benefit denoted, the actual plan document or contract shall prevail. All benefit accruals will be suspended until the employee returns to work. Long Term Disability is not a substitute for the application of the Family and Medical Leave Act and time off will run concurrently if approved under both policies. See Section 15.3. Disabilities or injuries covered by workers' compensation are excluded from LTD coverage. HACC will continue, if applicable, to provide health, dental, vision and life insurance benefits during the first three (3) months of the approved LTD provided the employee continues to pay their share of the applicable monthly premiums based on current practice. Failure of the employee to pay their employee premiums, where applicable, will cause cancellation of the benefits and the employee will be offered continuation of coverage per Section 15.3 COBRA. After three (3) months upon notice, employees may make an application for continued Health Insurance per continuation of coverage per Section 15.3 COBRA. The Authority assumes no liability with respect to this benefit which is governed by the provisions, requirements and obligations of the LTD benefit plan document and contract, other than its obligation to contribute towards the monthly premium. Employees may review the plan document and contract by making an appointment with the Human Resources Department. HACC retains the right to implement change options or plan design, exclusions, employee contributions, level of coverage, eligibility requirements or scope of benefit with prior notice.

17.2 Short Term Disability

The Authority will maintain an employer-paid Short Term Disability plan for eligible, active, regular, full-time employees who are unable to work because of a qualifying disability due to a non-work-related injury or illness as defined and administered by the plan document and contract. Employees are eligible for this benefit on the first day of the month after sixty (60) calendar days of continuous uninterrupted active employment. Details of the STD benefit plan including benefit amounts, limitations and restrictions are described in the Summary Plan Description provided to

eligible employees. Employees must actively be working a minimum of) thirty-seven and one half (37½) hours per week to be eligible. The benefit is equivalent to fifty percent (50%) of the individuals before tax weekly earnings not to exceed the plan's maximum weekly benefit of \$750.00 less, other income sources up to a maximum of twenty-four (24) weeks. The plan provides those benefits be paid after a fourteen (14) calendar day waiting period. All available benefit leave time must be used during the waiting period. Short Term Disability is not a substitute for the application of the Family and Medical Leave Act and time off will run concurrently if approved under both policies. See Section 15.3. Disabilities or injuries covered by Workers' Compensation are excluded from STD coverage. Under certain applicable conditions, STD and FMLA may be coordinated provided a qualifying condition exists. If an employee becomes eligible for FMLA while on STD, time already taken off for STD shall not be applied retro-actively. The Authority assumes no liability with respect to this benefit which is governed by the provisions, requirements and obligations of the benefit plan document and contract which are available for review by making an appointment with the Human Resources Department. If there is a conflict or inconsistency per this benefit denoted, the actual plan document or contract shall prevail. HACC will continue, if applicable, to provide health, dental, vision and life insurance benefits during the approved STD provided the employee continues to pay their share of the applicable monthly premiums. Failure of the employee to pay their monthly health employee premiums, where applicable, will cause cancellation of the benefit and the employee will be offered continuation of coverage per Section 15.3 COBRA based on current practice. HACC retains the right to implement change options or plan design, exclusions, level of coverage, eligibility requirements or scope of benefit with prior notice. Contact the Human Resources Department for more information about this Short-Term Disability benefit.

ARTICLE 18 MILEAGE REIMBURSEMENT

Employees of the HACC may perform official travel upon authorization by the Manager or designee. HACC upon review will consider reimbursement of all costs necessary, incidental and reasonable to the completion of the authorized travel by an employee of HACC. All reimbursements requested must be supported by original receipts and itemized on a Housing Authority of Cook County Expense Reimbursement Form. All reimbursements must be submitted as directed within seven (7) calendar days after the travel to their Department Director/Manager or as directed. Authorized travel in an employee's personal vehicle, if approved, will be reimbursed at the current IRS mileage rate. Employees must provide proof of a current valid driver's license and insurance coverage that meets the state requirement or as required by HACC. Any employee injured or involved in an accident while on the job must immediately or as soon as possible report the accident/injury to their immediate supervisor and Human Resources. Employees are obligated to complete any necessary forms requested by the Employer or insurance carrier. Employees are obligated to cooperate with any investigation concerning an alleged accident.

ARTICLE 19 REST PERIODS

Employees covered by this Agreement shall be allowed two (2) fifteen (15) minute paid relief periods per day. There will be one (1) morning relief period and one (1) in the afternoon. The following times, subject to staffing requirements, will be provided for breaks:

10:00 a.m. – 10:15 a.m.	3:00 p.m. – 3:15 p.m.
10:15 a.m. – 10:30 a.m.	3:15 p.m. – 3:30 p.m.

Subject to the limitations set forth in paragraph 19.1 above, the Authority reserves the right to designate when each employee may take a break during the regular workday.

ARTICLE 20 NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, sexual orientation, handicap, disability or union affiliation. Whenever a male or female pronoun or adjective is used, it refers to persons of either sex.

ARTICLE 21 SECONDARY EMPLOYMENT

An employee may have secondary employment, provided, however, that such secondary employment does not interfere with the performance of the employee's duties with the Authority and does not present a conflict of interest or the appearance of a conflict of interest. The Authority's decision as to whether such employment creates a conflict of interest or an appearance of a conflict of interest is to be considered final and binding and must be complied with by the employee unless and until such a decision has been reversed pursuant to the grievance procedure set forth in Article 6 above. Employees shall promptly notify the Authority of such secondary employment.

ARTICLE 22 WORKING CONDITIONS

22.1 Training

Bargaining unit employees shall be trained on all new procedures and new forms related to their position. Bargaining unit employees shall be advised of major revisions of policies or new forms in advance of implementation. HACC will provide training to the staff during the on-boarding process. In addition, HACC will provide on-going training throughout the year to address any policy or procedure changes or other areas necessary that are identified throughout the year. Members are encouraged to bring training needs to the attention of Management. Management will meet with the Local 73 representative and two (2) stewards twice a year to discuss any training concerns. The Union will provide an agenda five (5) workdays in advance prior to the scheduled meeting documenting the members' concerns. The meetings will be scheduled for thirty (30) minutes.

22.2 Distribution of Work

The Authority agrees to make every effort to distribute work such that there is a reasonably equal workload among employees in the same classification. However, alpha and numeric workload distribution methods are not the sole methods of assigning work, and work assigned using such distribution methods may be reassigned as determined by management based upon the Authority's needs. The Authority reserves the right to make the determination regarding work assignments, including adjusting work assignments, as needed, for the efficient operation of the Authority functions.

22.3 Dress Code

All employees are required to maintain a clean, well-groomed appearance, including wearing safety equipment/clothing provided when required for the position. Employees should always be dressed in a manner (business casual minimally) that is suitable for the work they perform, and which reflects favorably on the Housing Authority of Cook County image and identity. Management in its discretion determines what appropriate wear at work is. If employee badges are issued, the employee will be required to display the employee identification while conducting HACC business. Nothing shall prevent members from wearing Union T Shirts on Fridays.

22.4 Driver's License-Required Certifications

In the event an employee's driver's license/certifications which are required as part of their job position are suspended, revoked, denied, or lost, the employee is required to immediately notify their supervisor. Failure to immediately inform the supervisor of the change in the employee's status to drive or loss of or to maintain a required certification, license or a job position requirement is a violation of this policy. Any fines incurred by an employee while operating a vehicle shall be the sole responsibility of the employee. When certifications or re-certifications are required, reasonable written notice will be provided to staff.

22.5 Employee Classifications

Exempt Employees: Employees who are paid on a salaried basis and who are not entitled to overtime compensation under applicable law.

Non-Exempt Employees: Employees who are entitled to overtime compensation under applicable law.

Full-Time: Employees who are regularly scheduled and authorized to work per the employee's job classification a minimum of thirty-seven and one-half (37½) hours in the workweek. The work week shall be 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., (subject to management's approval). Employees will be paid thirty-seven and one half (37½) hours worked per week, Monday through Friday, which includes two (2) paid fifteen (15) minute breaks per workday. Employees will have an unpaid one (1) hour lunch break per day. Overtime is triggered when the employee exceeds thirty-seven and one-half (37.5) hours worked in a calendar week. Employees may not deviate from their current assigned work schedule, including altering the lunch period or the two (2) paid fifteen (15) minute breaks per workday, without the written permission of their supervisor. Any written permission granted to deviate from their work schedule shall not create an overtime event for the workday or workweek.

Part-Time: Employees who are regularly scheduled to work up to twenty (20) hours per work week assigned. Part-Time employees are not guaranteed any defined work hours, or work per day, per week, or per work cycle or for any specific period of time. Part-Time employees are not entitled to benefits, unless otherwise indicated in the Employee Manual.

Temporary Employees: Employees who are regularly scheduled to work on a specific assignment for a specific period of time to be determined at the discretion of Management. Temporary employees are not entitled to benefits, unless otherwise indicated in the Collective Bargaining Agreement.

22.6 Mandatory Vaccination Policy

The Housing Authority will require employees to receive inoculations and immunizations as recommended by Public Health authorities. The Housing Authority may require employees to provide proof of applicable inoculations and immunizations for communicable diseases. If required, employees will submit these expenses to their medical insurance carrier. However, if the insurance carrier denies said payment, HACC agrees to be responsible for said payment. If an employee is exposed to a contagious disease at work, the Employer agrees to provide for inoculations or immunization shots for covered member's immediate family. Immediate family is defined as those living in the covered member's home prior to the covered member being exposed at the work site. Family members should submit these expenses to their individual's insurance carrier. However, if the insurance carrier refuses said payment, HACC agrees to be responsible for said payment. Employees may request exemptions from Inoculations and Immunizations requirements for medical or religious reasons. Anyone requesting an exemption must access, complete, and submit a medical or religious accommodation request form to Human Resources to allow for evaluation and determination. Employees must attest to their vaccination status as requested and will be required to provide proof of vaccination to Human Resources. Requests for reasonable accommodation that are granted must be submitted to PCR based test weekly and provide such information to Human Resources upon coming into work. Failure to adhere to the requests can lead to disciplinary action, up to and including termination or unpaid administrative leave at the discretion of Management.

ARTICLE 23 DRUG AND ALCOHOL POLICY

23.1 Statement of Policy

In order to achieve the goal of ensuring a drug and alcohol-free workplace, as well as to comply with requirements of the Drug-Free Workplace Act of 1988 and the Illinois Drug Free Workplace Act, the Housing Authority of Cook County, hereinafter is also referred to as ("HACC" or "Employer" or "Authority") has implemented this Drug & Alcohol Policy. The Housing Authority of Cook County is a drug/alcohol free workplace and its Policy on drug and alcohol use is one of "Zero Tolerance," including being impaired or under the influence of marijuana while at work. The potential effects of substance abuse are substantial in terms of lives lost, personal injuries, property damage, business losses, productivity, absenteeism, and increased health care costs. The Housing Authority of Cook County hereby establishes the following Policy regarding substance abuse, drug and alcohol testing requirements, and screening.

23.2 Definitions

Adulterated Specimen: A specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at such a concentration that it is not consistent with human urine.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Use: The ingesting, inhaling, or injecting of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

Alcohol Concentration or Content: The alcohol in a volume of breath expressed in terms of grams of alcohol per two hundred-ten (210) liters of breath as indicated by an evidential breath test.

Canceled Test: A drug or alcohol test that cannot be considered valid and is neither a positive nor a negative test.

Controlled Substances: A controlled substance is defined as any drug or chemical substance whose use, possession, manufacture, or distribution is prohibited by federal or state law. In the event marijuana is no longer listed as a controlled substance in the State of Illinois and per the Drug-Free Workplace Act of 1988 and the Illinois Drug Free Workplace Act and per 49 Code of Federal Regulations (CFR) par 40; Office of Drug and Alcohol Policy and Compliance, the drug policy will be immediately amended to exclude Marijuana as part of the testing class. HACC will test for the drug and drug metabolites included in the following drug classes:

Marijuana (THC)
Cocaine
Opiates
Amphetamines
Phencyclidine (PCP)

Dilute Specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Drugs: Any drug not legally obtainable (including controlled substances), and/or, if legally obtainable, was not legally obtained, nor used for prescribed purposes, nor taken according to prescribed or manufacturer dosages or directions.

Drug/Alcohol Policy Coordinator (DPC): The individual assigned to administer this Policy. The DPC is the Director of Human Resources.

Employee: All HACC employees, (Full-time or Part-Time), in addition to all employees of a grantee/contractor that are directly engaged in the specific performance of work pursuant to a federal grant in excess of twenty-five thousand dollars (\$25,000) or State of Illinois grant in excess of five thousand dollars (\$5,000).

Employee Assistance Program (EAP): An independent third (3rd) party service provider selected by the health care provider that assists and coordinates counseling and treatment.

Medical Review Officer (MRO): A licensed physician with knowledge of substance abuse disorders who is designated by HACC or the service provider to receive and interpret laboratory test results.

Split Specimen: In drug testing, a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second (2nd) laboratory for re-confirmation.

Substance Abuse: Use or misuse of illicit drugs, unauthorized or misuse of prescription drugs, alcohol, or controlled substances.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.

Workplace: HACC workplaces include HACC property, including parking lots and driveways, worksite, HACC-owned vehicles. Any employee using a HACC vehicle or their personal vehicle for Authority business is considered to be in the workplace for the purpose of this Policy.

Drug and Alcohol-Free Workplace: This Policy is issued pursuant to the Drug-Free Workplace Act of 1988, the Illinois Drug Free Workplace Act, and applicable federal and state laws and regulations. Employees may not unlawfully manufacture, distribute, dispense, possess, or use illicit drugs, unauthorized prescription drugs, alcohol, or controlled substances, including being impaired or under the influence of marijuana while at work on the premises of any HACC workplace or where HACC business is conducted. An employee may not report for duty or remain on duty if the employee is under the influence of or impaired by substance abuse. An employee who has been prescribed drugs or is taking over-the-counter medication should consult with their doctor or pharmacist about the medication's effect on the employee's ability to perform their job safely and should immediately disclose to their supervisor any medication-related work restrictions or warnings. The employee need not disclose the underlying medical condition or medication but must disclose job-related restrictions. Violation of this policy will result in disciplinary action, up to and including termination.

Notice of Convictions: Any Authority employee who is convicted of violating any federal or state criminal drug or alcohol statutes must notify the Director of Human Resources within five (5) calendar days of such conviction. For purposes of this notice requirement, a conviction includes,

1. A finding of guilty.
2. A no-contest plea; or
3. Imposition of a sentence by a judicial body or any violation of criminal statute involving the unlawful manufacture, distribution, dispensation, possession or use of drugs or alcohol.

Employees who voluntarily notify the Housing Authority of Cook County of any such conviction will be subject to discipline, up to and including dismissal, depending on the severity of the conviction. Each case will be reviewed by the Executive Director or designee. Employees who do not voluntarily notify the Housing Authority of Cook County of any such conviction will be terminated. Pursuant to the Drug-Free Workplace Act, the Authority will notify the appropriate federal or state agency within ten (10) workdays after receiving such notice from an employee or otherwise receiving notice of such a conviction.

23.3 Notifications

Non-Discrimination: The Housing Authority of Cook County does not discriminate against employees or applicants with a disability who are not currently engaged in substance abuse and who do not otherwise violate the provisions of this Policy, including, but is not limited to individuals who, (1) have successfully completed or who are currently participating in a supervised

rehabilitation program and are no longer engaging in such use, or (2) have otherwise been rehabilitated successfully and are no longer engaging in such use.

Laws & Regulations: The Housing Authority of Cook County and its employees will comply with all relevant federal and state laws, local ordinances and regulations as they relate to this Policy.

Implementation: The Housing Authority of Cook County Drug and Alcohol Policy is effective following orientation and training.

23.4 Mandatory Testing

Post Offer: Post offer drug testing will be done on all prospective employees of the Authority in accordance with the Americans with Disabilities Act (ADA). All drug screens will be scheduled after an offer of employment has been made, but prior to the start date. Applicants testing positive (without sufficient medical reason) will not be employed.

Return to Duty: Before an employee who has engaged in any conduct prohibited by this Policy will be allowed to return to duty, the employee will be required to undergo return-to-duty substance abuse tests.

Post-Accident: Any employee involved in an accident while operating a vehicle owned by the Authority or is involved in an on-the-job accident or injury or illness will be required to submit to a medical examination which will include substance abuse tests as soon as practicable following the incident.

Reasonable Suspicion: Whenever the Authority has reasonable suspicion to believe that an employee has engaged in prohibited conduct in violation of Authority's policy, the employee must submit to a substance abuse testing. Any such suspicion must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee, which may include indications of the chronic and withdrawal effects of substance abuse. A supervisor or Management Representative will complete the Supervisor's Observation Report Form for Reasonable Suspicion/Post Accident Tests within twenty-four (24) hours after their observations, or before any substance abuse test results are released (See Attachment). If reasonable and practical, the Employer may have an additional Management Representative or supervisors complete the observation form also.

Random Testing: Employees in position(s) to receive monies, rent, security deposits, or who operate Authority vehicles, persons expected or to enter a resident's dwelling, maintenance, managers, or operates dangerous tools or equipment may be required to submit to random drug testing no more than (3) random tests within a twelve (12) month period. The testing will be randomly scheduled by the Director of Human Resources without advance notice. If an employee refuses to cooperate with the administration of the tests, the refusal will be processed in the same manner as a positive test result.

Follow-Up: Any employee who has engaged in prohibited substance abuse related conduct will be subject to unannounced follow-up substance abuse testing as directed by the Director of Human Resources, but no more than three (3) unannounced tests in a twelve (12) month period.

Refusal to Test: Any employee who refuses to submit to any substance abuse test required by this Policy will be immediately removed from the work site. Employees will also be subject to termination. For purposes of this Policy, "refusal to submit" to substance abuse test will include, failing to provide adequate breath, blood or saliva for alcohol testing, without a valid medical explanation after an employee has received notice of a required test, failing to provide an adequate urine sample or hair sample for drug testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after an employee has received notice of a required urine test, failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection, submitting a substituted, diluted, or adulterated specimen, failing to report for required testing or failing to report within a reasonable time after notification to do so, failing to remain at the testing site until the testing process is complete, failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide adequate urine, breathe, blood or saliva specimen.

On Duty Time: All time spent providing a breath, blood, saliva, urine or hair specimen, including travel time to and from a collection site, in order to submit to a post-accident, reasonable suspicion required under this Policy will be considered paid work time.

23.5 Testing Procedures

Drug and Alcohol testing will be conducted in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines.

23.6 Medical Review Officer

All test results will be reported by the laboratory to an MRO. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The MRO shall have the appropriate medical training to interpret and evaluate an employee’s test results together with the employee’s medical background and other relevant medical information provided by the employee in relation to the test.

23.7 Payment for Drug & Alcohol Testing

Payment for drug and alcohol tests shall be made in accordance with the following table:

Testing Circumstance	Test Expense Employer	Test Expense Employee
Post-Offer	X	
Post-Accident	X	
Reasonable Suspicion	X	

Return to Duty (Mandatory or Voluntary) within ten (10) calendar days of returning to work		X
Follow-up Testing (Mandatory or Voluntary)		X
Retest/split Sample		X

23.8 Referral and Treatment

Mandatory Referral: Employees with a first confirmed positive drug and/or alcohol test screen may be referred by HACC for diagnosis and possible treatment, as a condition of continued employment except,

- Where the violation involves the sale or possession of drugs; and
- Where the employee is observed using or consuming alcohol or drugs at work; and,
- Where the violation involves an employee for a second (2nd) or subsequent violation

Voluntary Treatment and Counseling: An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to voluntarily resolve that problem. Employees may contact the Human Resources Representative in such instances. Employees are encouraged to do so before they are found in violation of this Policy. Voluntary requests for help will be kept confidential. Any employee voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail themselves of this help once during their employment tenure. The employee will not be subject to disciplinary action for voluntarily coming forward for help although the employee is subject to follow-up alcohol and/or drug testing for twelve (12) months. Future follow-up tests for voluntary admission are subject to disciplinary action, up to and including termination, even for the first offense. However, an employee will not negate discipline by requesting such assistance after being requested to take an alcohol and/or drug test or violating HACC policies and Rules of Conduct. The Housing Authority of Cook County is committed to providing reasonable accommodation to those employees with diagnosed alcohol or drug dependencies, as required by applicable federal and/or state law, provided such dependencies do not constitute threats to property or safety and further provided that the employee has not committed a terminable offense and the employee is able to perform their duties assigned.

Treatment Expenses: The employee must pay all of the expenses associated with their evaluation, counseling, aftercare programs and treatment (for mandatory referral or voluntary treatment, counseling, and aftercare programs) to the extent that they are not covered by the employee's or their spouse's health insurance plan. In addition, if an employee continues working while seeking assistance as approved and authorized under the treatment program, the employee must meet all established standards of conduct, job performance set forth by HACC and as established by the EAP provider.

Evaluation, Development of Treatment Plan and Reassignment: An evaluation of the employee will be made at the designated treatment facility, and a treatment plan may be developed, where necessary, based on the recommendations of the treatment professionals. Such treatment plan may include referral to an outside treatment facility or program. As part of the evaluation, the evaluating treatment professionals, in consultation with the Director of Human Resources, may request an employee be reassigned to a different position or to different job duties, or to take a leave of

absence for a reasonable period of time. Reassignment may also be limited or denied at the discretion of the Director of Human Resources in view of the Authority's operating requirements. The Director of Human Resources will ordinarily maintain contact with the employee, the treatment provider, to monitor progress. In cases where treatment participation is a condition of continued employment, the employee will be required to cooperate in and comply with all aspects of the treatment program (including referrals and aftercare programs for additional treatment), undergo unannounced periodic drug and/or alcohol testing, successfully complete all aspects of prescribed treatment and remain free of drug and alcohol use, and sign a return to work agreement setting forth the terms and conditions of continued employment, which may include, but is not limited to, a written consent to random testing. Failure to comply with the conditions of continued employment shall be deemed a breach of the conditions and cause for dismissal. Moreover, confirmed positive test results from a periodic drug and/or alcohol screen during treatment will be cause for termination. The employee shall cooperate fully in the completion of all phases of testing and rehabilitation, including aftercare programs. The medical determination of whether an employee is fit to return to full duty will be confirmed in writing by the certified licensed service provider.

Workplace Search: The Authority may, upon reasonable suspicion of the use/possession by an employee of drugs and/or alcohol, conduct a search of an employee's work area, including, but not limited to, the employee's locker, desk, and HACC vehicle. If drug paraphernalia or suspicious substances are found, the Authority may contact local law enforcement for assistance.

ARTICLE 24 COMPLETE AGREEMENT

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 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 Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. 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 specifically referred to or covered in this Agreement, 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 and signed this Agreement.

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or state legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such an event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 26 DURATION

This Agreement shall be effective from April 1, 2024, and shall remain in full force and effect until midnight March 31, 2028. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by regular first-class mail by either party no earlier than January 1, 2028, and no later than January 30, 2028. The notices referred to shall be considered to have been tendered as of the date shown in the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

FOR THE HOUSING AUTHORITY
OF COOK COUNTY:

Danita M. Childers *3/13/25*
Danita Childers Date
Executive Director

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION #73:

Dian Palmer *03/12/2025*
Dian Palmer Date
President, SEIU Local 73

**HOUSING AUTHORITY OF COOK COUNTY SUPERVISOR'S OBSERVATION
REPORT FORM FOR REASONABLE SUSPICION/POST ACCIDENT TESTS**

Instructions: Supervisors should use this report to record any incidents, workplace performance or workplace behavior problems that warrant a post-accident or reasonable suspicion test. This document must be completed within twenty-four (24) hours of the time the incident occurred, and the testing was initiated.

Employee's Name: _____

Date and Time of Incident: _____

Location of Incident: _____

Describe the Incident in Detail: _____

OBSERVATIONS

Breath/Odor: () Alcohol Smell () Drug Smell () Strong () Moderate () Faint
() None

Eyes: () Bloodshot () Glassy () Normal () Watery () Other
() Heavy Eyelids () Fixed Pupils () Dilated Pupils () Clear

Speech: () Confused () Stuttered () Thick-Tongued () Mumbled
() Fair () Slurred () Good () Not Understandable
() Other _____

Attitude: () Excited () Combative () Mood Changes () Indifferent () Talkative
() Insulting () Care-Free () Nervous () Sleepy
() Cooperative
() Profane () Polite () Unusually Quiet () Disoriented () Other

Unusual () Hiccoughing () Belching () Vomiting () Fighting () Crying
Action: () Laughing () Hearing Things () Seeing Things () Blackouts () Other

Balance: () Needs Support () Falling () Poor Coordination () Swaying () Other

Walking: () Falling () Staggering () Stumbling () Swaying () Other

Turning: () Falling () Staggering () Stumbling () Swaying () Hesitant
() Other _____

Appearance: () Altered () Flushed Face () Blank Stare () Disheveled Clothing
() Tremors/Shakes () Needle Marks () Other _____

Cc. Human Resources

EXHIBIT A GRADE AND HOURLY LEVEL CHART 04-01-2024 through 03-31-2025

GRADE	LEVEL	JOB TITLE	LOW HOURLY RANGE	HIGH HOURLY RANGE
I.	1	Accountant-Payables	25.12	36.55
II.	1	Financial Analyst-Accounts Payable FSS Coordinator	25.12	36.55
	1	Mobility Counselor	23.04	32.95
III.	1	Housing Specialist Waitlist Market Coordinator	23.04	32.95
IV.	1	Office Assistant	19.21	27.09
V.	1	General Clerk	19.21	27.09

This chart will not result in a salary decrease for any existing employee. However, for calculating raises, existing employees are subject to the limits imposed by the High Hourly Range column. Additionally, if a promoted employee's salary exceeds the "Low Hourly Range" of the new pay level or grade at the time of the employee's promotion, the employee shall receive a \$1,000.00 salary increase. If applicable COLA increase for that year plus any applicable anniversary increase is applied places the individual above the High Hourly Range, then the remaining balance will be paid in a one-time check.

EXHIBIT A GRADE AND HOURLY LEVEL CHART 04-01-2025 through 03-31-2026

GRADE	LEVEL	JOB TITLE	LOW HOURLY RANGE	HIGH HOURLY RANGE
I.	1	Accountant-Payables	25.12	38.01
II.	1	Financial Analyst-Accounts Payable FSS Coordinator	25.12	38.01
	1	Mobility Counselor	23.04	34.27
III.	1	Housing Specialist Waitlist Market Coordinator	23.04	34.27
IV.	1	Office Assistant	19.21	28.17
V.	1	General Clerk	19.21	28.17

This chart will not result in a salary decrease for any existing employee. However, for calculating raises, existing employees are subject to the limits imposed by the High Hourly Range column. Additionally, if a promoted employee's salary exceeds the "Low Hourly Range" of the new pay level or grade at the time of the employee's promotion, the employee shall receive a \$1,000.00 salary increase. If applicable COLA increase for that year plus any applicable anniversary increase is applied places the individual above the High Hourly Range, then the remaining balance will be paid in a one-time check.

Upon ratification of the Labor Agreement by the Union and approval by the Board of Commissioners covering the period from 04-01-25 through 03-31-26, for Accountant Payables, Housing Specialists, Waitlist Coordinators, FSS Coordinators, Accounts Payable, Mobility Counselor, General Clerk, and Office Assistants will receive a four percent (4%) increase.

EXHIBIT A GRADE AND HOURLY LEVEL CHART 04-01-2026 through 03-31-2027

GRADE	LEVEL	JOB TITLE	LOW HOURLY RANGE	HIGH HOURLY RANGE
I.	1	Accountant-Payables	25.12	39.15
II.	1	Financial Analyst-Accounts Payable FSS Coordinator	25.12	39.15
	1	Mobility Counselor	23.04	35.30
III.	1	Housing Specialist Waitlist Market Coordinator	23.04	35.30
IV.	1	Office Assistant	19.21	29.02
V.	1	General Clerk	19.21	29.02

This chart will not result in a salary decrease for any existing employee. However, for calculating raises, existing employees are subject to the limits imposed by the High Hourly Range column. Additionally, if a promoted employee's salary exceeds the "Low Hourly Range" of the new pay level or grade at the time of the employee's promotion, the employee shall receive a \$1,000.00 salary increase. If applicable COLA increase for that year plus any applicable anniversary increase is applied places the individual above the High Hourly Range, then the remaining balance will be paid in a one-time check.

EXHIBIT A GRADE AND HOURLY LEVEL CHART 04-01-2027 through 03-31-2028

GRADE	LEVEL	JOB TITLE	LOW HOURLY RANGE	HIGH HOURLY RANGE
I.	1	Accountant-Payables	25.12	40.33
II.	1	Financial Analyst-Accounts Payable FSS Coordinator	25.12	40.33
	1	Mobility Counselor	23.04	36.35
III.	1	Housing Specialist Waitlist Market Coordinator	23.04	36.35
IV.	1	Office Assistant	19.21	29.89
V.	1	General Clerk	19.21	29.89

This chart will not result in a salary decrease for any existing employee. However, for calculating raises, existing employees are subject to the limits imposed by the High Hourly Range column. Additionally, if a promoted employee's salary exceeds the "Low Hourly Range" of the new pay level or grade at the time of the employee's promotion, the employee shall receive a \$1,000.00 salary increase. If applicable COLA increase for that year plus any applicable anniversary increase is applied places the individual above the High Hourly Range, then the remaining balance will be paid in a one-time check.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is agreed to and between the Service Employees International Union, Local 73 (CTW-CLC) and the Housing Authority of Cook County to meet and discuss no sooner than ninety (90) calendar days after the Board of Commissioners has approved the successor Labor Agreement, the possible inclusion of the following job classifications into the Collective Bargaining Agreement, Financial Analyst, Portability Financial Analyst, Quality Control Management Analyst. This MOU is offered and is non-precedential with respect to any claim made by the Service Employees International Union, Local 73 (CTW-CLC) regarding the job classifications listed or other job classifications the Union may seek to be included and covered by the Collective Bargaining Agreement and does not constitute a “past practice”. It is the intent of the parties to seek amicable resolution.

FOR THE HOUSING AUTHORITY
OF COOK COUNTY:

Danita H. Childers 3/13/25
Danita Childers Date
Executive Director

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION #73

Dian Palmer 03/12/2025
Dian Palmer Date
President, SEIU Local 73



MEMORANDUM OF UNDERSTANDING MOBILITY COUNSELOR

This Memorandum of Understanding and continuing is agreed to by and between the Housing Authority of Cook County and the Service Employees International Union, Local 73. All parties to and of this Memorandum of Understanding acknowledge and agree to the following terms and conditions and understandings.

The parties having reached a Settlement Agreement January 29, 2013 on a complaint filed by the Union against the Housing Authority of Cook County; Case # L-CA-12-031 before the Illinois Labor Relations Board, the parties are agreeing that named Articles/Sections below of the Collective Bargaining Agreement or successor Labor Agreement between the parties are not applicable to the job classification of Family Self Sufficiency (FSS) Coordinator during tasks assignments which are performed outside the general working hours of the position: employment counseling, household skills training budgeting, credit counseling, good neighbor initiative, home ownership program, self-sufficiency, needs assessment, client service plans and other topics that are generally conducted outside of the assigned office and outside of the general working hours. These assignments usually involve having seminars or informational meetings off-site at various locations to serve clients' needs and ensure compliance with the funding criteria. In order to conduct the above services and programs, the parties to this Memorandum of Understanding agreed flextime will be allowed for the FSS Coordinator position. It is further agreed that the following Articles/Sections text lined out will not apply for work weeks when flextime is utilized.

Article 10 Hours of Work and Overtime: Section 10.1 Hours of Work

The work week shall be defined as the period from 12:00 midnight Sunday to 11.59 p.m. the following Saturday (subject to management's approval). Employees will be paid for thirty-seven and one half (37½) hours worked per week Monday through Friday, which includes two (2) paid fifteen (15) minute breaks per workday. Employees will have an unpaid one (1) hour lunch break per day. Overtime is triggered when the employee exceeds thirty-seven and one-half (37.5) hours worked in a calendar week. Employees may not deviate from their current assigned work schedule, including altering the lunch period or the two (2) paid fifteen (15) minute breaks per workday, without the written permission of their supervisor. Any written permission granted to deviate from their work schedule shall not create an overtime event for the workday or workweek.

Article 10 Hours of Work and Overtime: Section 10.3 Rate of Overtime Pay

Overtime

Any overtime worked must be approved in advance and in writing by the employee's Supervisor or designee. Employees will be paid for approved overtime hours at the rates set forth below. Employees covered by this Agreement will receive additional pay at one and one-half (1-1/2) times their regular hourly rate for all time worked when the employee exceeds thirty-seven and one-half (37½) hours of work in a calendar week. There will be no pyramiding of overtime. Employees will receive additional pay at their regular hourly rate for all time worked in excess of their regular schedule, other than as specified above.

~~Saturday, Sunday & Holiday~~

~~For hours worked on Saturday, the pay rate is computed at one and one half (1-1/2) times the employee's normal hourly rate of pay. For hours worked on Sunday, the pay rate is computed at two and one half (2-1/2) times the employee's normal hourly rate of pay. For hours worked on Holidays, the pay rate is computed at two and one-half (2-1/2) times the employee's normal hourly rate of pay (one and one-half (1-1/2) time's pay plus straight time for the Holiday.~~

Overtime shall not be approved by the Supervisor for employees who are not in full pay status for seven and one-half (7.5) hours in a day thirty-seven and one-half (37½) hours in a workweek except for employees on FMLA or other extenuating circumstances.

The parties agree that all terms and conditions of the MOU will be in full force and continuing. This Memorandum of Understanding constitutes the complete and entire Memorandum of Understanding between the parties.

~~The work week is defined as the period from Sunday at 12:01 a.m. to 11:59 p.m. the following Saturday. The current work hours at HACC are generally from 8:30 A.M. to 4:30 P.M., Monday to Sunday. Full-time employees shall take a one (1) hour unpaid lunch break per day. The lunch period range is 11:15 a.m. to 2:45 p.m. Late lunch authorizations must be approved in advance by the department manager or supervisor. A late lunch authorization shall be requested in writing only if an employee is engaged in assisting a work-related visitor or caller or performing other Authority business and such assistance extends beyond the designated lunch hour range. Employees are to record the beginning and end of their lunch period and breaks. HACC may set varied hours of work and lunch/break periods for employees who occupy this job position. Staffing needs and operational demands may necessitate variations in starting and ending times, lunch or break times as well as variations in the total hours that may be scheduled each day and week. HACC may institute flexible working times or summer hours depending on operational demands.~~

Employees are not to leave their assigned work site/assignment without notifying their supervisor to receive approval prior to departure from the work site/assignment and to accurately report such time. If the employee is granted permission to leave the premises or work site during the workday for personal reasons, such non-work time should be reflected on the employee's hours recorded. Employees may take two (2) fifteen (15) minute breaks per day. The morning break may be taken between 10:00 a.m. and 10:30 a.m. The afternoon break may be taken between 3:00 p.m. and 3:30 p.m. Employees may not combine the breaks to extend the lunch period, leave work or the assignment early or to start the workday late or to create other deviations from the current assigned work schedule without the written permission of their supervisor. Employees are responsible for reporting work and non-work time accurately.

Employees may not refuse to work overtime as mandated by Management. Compensation for overtime will be paid in accordance with applicable federal and state law. All overtime work must be authorized in writing and approved in advance by the immediate supervisor. Employees eligible for overtime will receive compensation per their job classification at the rate of one and one-half (1+1/2) times their regular hourly rate for work hours authorized and scheduled when the employee exceeds thirty-seven and one-half (37½) hours in a calendar week. Working overtime without authorization is grounds for disciplinary action, up to and including termination.

FOR THE HOUSING AUTHORITY
OF COOK COUNTY:

Danita M. Childers 3/13/25
Danita Childers Date
Executive Director

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION #73:

Dian Palmer 03/12/2025
Dian Palmer Date
President, SEIU Local 73

MEMORANDUM OF UNDERSTANDING FSS COORDINATOR

This Memorandum of Understanding and continuing is agreed to by and between the Housing Authority of Cook County and the Service Employees International Union, Local 73. All parties to and of this Memorandum of Understanding acknowledge and agree to the following terms and conditions and understandings.

The parties having reached a Settlement Agreement January 29, 2013 on a complaint filed by the Union against the Housing Authority of Cook County; Case # L-CA-12-031 before the Illinois Labor Relations Board, the parties are agreeing that named Articles/Sections below of the Collective Bargaining Agreement or successor Labor Agreement between the parties are not applicable to the job classification of Family Self Sufficiency (FSS) Coordinator during tasks assignments which are performed outside the general working hours of the position: employment counseling, household skills training budgeting, credit counseling, good neighbor initiative, home ownership program, self-sufficiency, needs assessment, client service plans and other topics that are generally conducted outside of the assigned office and outside of the general working hours. These assignments usually involve having seminars or informational meetings off-site at various locations to serve clients' needs and ensure compliance with the funding criteria. In order to conduct the above services and programs, the parties to this Memorandum of Understanding agreed flextime will be allowed for the FSS Coordinator position. It is further agreed that the following Articles/Sections text lined out will not apply for work weeks when flextime is utilized.

The work week shall be defined as the period from 12:00 midnight Sunday to 11.59 p.m. the following Saturday (subject to management's approval). Employees will be paid for thirty-seven and one half (37½) hours worked per week Monday through Friday, which includes two (2) paid fifteen (15) minute breaks per workday. Employees will have an unpaid one (1) hour lunch break per day. Overtime is triggered when the employee exceeds thirty-seven and one-half (37.5) hours worked in a calendar week. Employees may not deviate from their current assigned work schedule, including altering the lunch period or the two (2) paid fifteen (15) minute breaks per workday, without the written permission of their supervisor. Any written permission granted to deviate from their work schedule shall not create an overtime event for the workday or workweek.

Overtime

Any overtime worked must be approved in advance and in writing by the employee's Supervisor or designee. Employees will be paid for approved overtime hours at the rates set forth below. Employees covered by this Agreement will receive additional pay at one and one-half (1-1/2) times their regular hourly rate for all time worked when the employee exceeds thirty-seven and one-half (37½) hours of work in a calendar week. There will be no pyramiding of overtime. Employees will receive additional pay at their regular hourly rate for all time worked in excess of their regular schedule, other than as specified above.

~~Saturday, Sunday & Holiday~~

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Overtime shall not be approved by the Supervisor for employees who are not in full pay status for seven and one-half (7.5) hours in a day) thirty-seven and one-half (37½) hours in a workweek except for employees on FMLA or other extenuating circumstances.

The parties agree that all terms and conditions of the MOU will be in full force and continuing. This Memorandum of Understanding constitutes the complete and entire Memorandum of Understanding between the parties.

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Employees are not to leave their assigned work site/assignment without notifying their supervisor to receive approval prior to departure from the work site/assignment and to accurately report such time. If the employee is granted permission to leave the premises or work site during the workday for personal reasons, such non-work time should be reflected on the employee's hours recorded. Employees may take two (2) fifteen (15) minute breaks per day. The morning break may be taken between 10:00 a.m. and 10:30 a.m. The afternoon break may be taken between 3:00 p.m. and 3:30 p.m. Employees may not combine the breaks to extend the lunch period, leave work or the assignment early or to start the workday late or to create other deviations from the current assigned work schedule without the written permission of their supervisor. Employees are responsible for reporting work and non-work time accurately.

Employees may not refuse to work overtime as mandated by Management. Compensation for overtime will be paid in accordance with applicable federal and state law. All overtime work must be authorized in writing and approved in advance by the immediate supervisor. Employees eligible for overtime will receive compensation per their job classification at the rate of one and one-half (1+1/2) times their regular hourly rate for work hours authorized and scheduled when the employee exceeds thirty-seven and one-half (37½) hours in a calendar week. Working overtime without authorization is grounds for disciplinary action, up to and including termination.

FOR THE HOUSING AUTHORITY
OF COOK COUNTY:

Danita M. Childers *3/13/25*
Danita Childers Date
Executive Director

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION #73:

Dian Palmer *03/12/2025*
Dian Palmer Date
President, SEIU Local 73

ULP SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on the date below by and between the Housing Authority of Cook County (the “Employer”) and the Service Employees International Union, Local 73 (the “Union”) (collectively referred to as the “Parties”), as a full and final complete settlement and release of all issues raised by the said matter. The parties agree as follows:

WHEREAS, the parties entered a collective bargaining agreement (CBA) covering the terms and conditions of employment for the Housing Specialist.

WHEREAS, the Employer employs Housing Specialist throughout Cook County.

WHEREAS, the Union filed the following unfair labor practice charge against the Employer: L-CA-25-02 with the Illinois Labor Relations Board 10-18-24 against the Respondents: Housing Authority of Cook County and Jackie Hodges.

WHEREAS, on or about August 22, 2024, Lizzy Bortoto sent a demand to bargain via email. The email was received by the Employer and/or its representatives.

WHEREAS, the Parties desire to resolve the ULP to avoid the expense and inconvenience of further litigation in this matter:

NOW THEREFORE, in consideration of the promises hereinafter set forth, the parties agree as follows:

1. The Employer agrees in exchange for the Union’s consideration in paragraph 2: to make one (1) reimbursement payment of seventy-five dollars (\$75.00) to Pam Glenn and Francenia Brown. Furthermore, the Employer agrees to make one (1) reimbursement payment of one hundred fifty dollars (\$150.00) to Vivian Pope. The total of all three (3) payments is three hundred dollars (\$300.00).
2. The Union agrees in exchange for the Employer’s consideration in paragraph 1: to voluntarily withdraw the unfair labor practice (L-CA-25-021) and the Demand to Bargain received via e-mail 08-22-24 10:19 A.M. from Lizzy Bortoto Director with prejudice.
3. **Non-admission**. This Agreement is entered into solely for the purpose of resolving all disputed claims concerning the subject matter hereof and any prior oral or written communications are superseded by this Settlement Agreement and shall not be construed as an admission of any liability or wrongdoing by any Party. It does not constitute an admission of (i) breach of any agreement (ii) violation of any statute, law, or regulation, or (iii) waiver of any defenses to claims or allegations within the scope of this Agreement.
4. **Non-Precedential Basis**. The parties agree that this Agreement is non-precedential and is entered solely for the purpose of resolving disputed issues of law and/or fact. Except as necessary to enforce its terms, neither party shall use the Agreement as evidence in any grievance, arbitration, or other court or administrative proceeding or use the Agreement as evidence to prove any factual or legal issue.

5. **Applicable Law.** The parties agree and acknowledge that this Agreement is to be executed in the State of Illinois and shall be interpreted, construed, and enforced under the laws of the State of Illinois.

6. **Entirety of Agreement.** This Agreement, and any documents that may be executed under any paragraph herein, contain the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

7. **Complete Understanding.** This Agreement sets forth all the promises, agreements, terms, conditions and understandings between the parties relative to the subject matter hereof, and no other promises, agreements or understandings, either oral or written, express or implied, exist between the parties.

WHEREFORE, the parties hereto have affixed their signatures below:

FOR: Housing Authority of Cook County:

By: *Danita H. Childers* 3/13/25
 Danita Childers Date
 Executive Director

FOR: Service Employees International
 SEIU, Local 73

Dian Palmer 03/12/2025
 Dian Palmer Date
 President, SEIU Local 73