



**Housing Authority of
COOK COUNTY**

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

HOUSING AUTHORITY OF COOK COUNTY

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 73 (CTW, CLC)

MAINTENANCE EMPLOYEES

Effective

January 1, 2024

Through

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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" or "Employer" or "HACC") and Service Employees International Union Local 73, (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.

PREAMBLE

WHEREAS, it is the purpose and intent of this Agreement and of the parties hereto to establish and promote mutual harmonious understandings 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 adjustments and resolution of differences which may arise from time to time over the negotiation, interpretation and application of this Agreement. The parties agree to act at all times in such a manner as to ensure proper dignity and mutual respect.

WHEREAS the Authority voluntarily adopts collective bargaining as a fair, orderly, and reasonable way of conducting its relationships with employees and their recognized representatives and the Union acknowledges that the Authority retains the right to operate effectively, responsibly, and efficiently in accord with this Agreement.

The Housing Authority of Cook County and the Union agree to promote a professional working atmosphere. Employees who believe that they have been subject to unprofessional treatment by a supervisor may raise their concern up to Step 2 of the grievance procedure but will not be subject to arbitration. In consideration of the mutual premises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutual covenant and agree as follows.

Covered members should refer to the Employee Manual, except for economic benefits which are denoted in the Labor Agreement, for hours, wages and further terms and conditions of employment that are mandatory subjects of bargaining which will be bargained with the Union prior to implementation.

ARTICLE I RECOGNITION/JURISDICTION

A. The Authority recognizes the Union as the sole and exclusive bargaining agent for all regular and temporary, full-time, and part-time, janitorial and maintenance employees performing services within the jurisdiction of the Union, at premises owned or operated by the Authority or where the Authority otherwise acts as an Employer, unless otherwise expressly excepted, including but not limited to the following job classifications and such other employees as the Authority and the Union may agree upon, and accepting only probationary employees as provided herein.

Head Maintenance	Residential Custodians
Maintenance	Janitor Helpers

B. The jurisdiction of the Union shall include all janitorial and maintenance work and duties performed by employees of the Authority. No janitorial or maintenance work within the

jurisdiction of the Union shall be performed by any person who is not a member of the bargaining unit, except as provided in subsection A. above.

C. The Authority hereby acknowledges the historical pattern of recognition of the Union as the sole and exclusive bargaining representative for the employees above described and further agrees that the unit is an appropriate unit for collective bargaining within the meaning of Section 9 (b) and (c) of the "Illinois Public Labor Relations Act." The Authority further agrees that the provisions of said Act shall be applicable to this unit except as otherwise provided herein.

D. The Authority agrees quarterly to provide the Union with a list of temporary employees performing bargaining unit work. The list shall include the temporary employee's first name and last name, date of hire, and the bargaining unit temporary assigned position.

E. The jurisdiction of the Union shall include all work performed by the bargaining unit specified in Article 1.1. No work within the jurisdiction of the Union shall be performed by any person who is not a member of the bargaining unit, except in the following circumstances.

- vacation relief of bargaining unit employees.
- temporary vacancies caused by bargaining unit employees on leaves of absences.
- emergencies where no qualified bargaining unit employees are available at the workplace to perform the work in question.
- temporary vacancies caused by temporary assignments/reassignments as a result of a bargaining unit employee being on leave of absences (including sick leave) for three (3) or more consecutive days, provided the Local 73 Union Representative is notified in advance.
- 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 exception be used to avoid hiring bargaining unit employees. No temporary employee shall remain employed while any regular bargaining unit member is on a layoff and is available to perform such work.

ARTICLE 2 UNION SECURITY-DUES DEDUCTION-INDEMNIFICATION

2.1 Union Security

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, such as 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. The Union shall notify the Authority 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 Deductions

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, initiative fees and the monthly dues of the Union. For all employees who are either not members of the Union or have not authorized dues deductions under paragraph above, the Authority agrees to deduct from wages of such employees the fair share amount as described in Section 2.1 above, commencing on the thirty-first (31st) day of such employees' employment. The Union agrees and certifies that it shall comply with all legal requirements with respect to the computation of the fair share amount and any employee challenges to the appropriateness thereof. The Authority agrees to remit on a monthly basis the total sum deducted for dues and fair share under Section 2.2 above 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. 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.

2.3 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.

2.4 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 Authority 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 2.4 SEIU COPE, of this Agreement made in good faith on that information or in reliance on any list, notice, electronic written authorization, certification or the use of electronic records and electronic signatures, or assignments furnished under any such provisions.

ARTICLE 3 PERMANENT EMPLOYEES' PROBATIONARY PERIOD- VACATION REPLACEMENTS

3.1 Regular 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 employee for one (1) an additional thirty (30) working days. The Employer will provide the reasons for the extension.

3.2 Temporary Employees

The policy of the Authority is that temporary employees generally will not be employed for a period exceeding ninety (90) calendar days. With ten (10) days' advance written notice to the Union outlining the scope of work to be performed, a temporary employee may work and remain excluded from the unit for up to an additional forty-five (45) calendar days, except in an emergency or where it is determined that a backlog of essential tasks is to be completed. Temporary employees shall not be included in the bargaining unit, and temporary assignments shall not be used by the Authority to avoid inclusion in the bargaining unit. Temporary employees shall not be entitled to the same benefits to which full-time employees are entitled. Temporary/probationary employees have no right to continued employment and may be terminated without notice. The Authority is required by HUD to employ Public Aid Recipients to provide work experience and promote self-sufficiency. Individuals will be placed in temporary positions on an as needed basis. HACC, in reference to HUD Section 3 policies as set forth in 24 C.F.R. Part 135, will provide preference for hiring eligible Section 3 recipients, when appropriate and will conduct outreach to Section 3 recipients as part of its hiring practices.

ARTICLE 4 MANAGEMENT FUNCTIONS

The Authority has and will continue to retain, regardless of the frequency of exercise, the right 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:

- To determine its mission, objectives, purpose, and policies.

- To plan direct, control, and determine the operations or services to be performed by employees of the Authority.
- To set standards for the services to be offered to the public.
- To direct the employees of the Authority including the right to assign work and overtime.
- To hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Authority.
- To increase reduce, change, modify, or alter the composition and size of the work force, and to relieve employees from duties because of lack of work or funds or other legitimate reasons.
- To establish, modify, combine, or abolish job positions or classifications for economic or any other legitimate reasons.
- To establish work schedules, the starting and quitting time, and the number of hours to be worked, shift assignments and rotating days off as necessary.
- To contract or subcontract for goods or services for economic or any other legitimate reasons.
- To change or eliminate existing methods of operation, equipment, or facilities.
- To suspend, demote, discharge, or to take other disciplinary action for just cause against employees.
- To create, modify, enforce, or delete Authority orders, directives, and procedures.
- To evaluate performance based on management and job-related standards.

Where management invokes any of the rights set forth in this Article 4, so as to cause a major impact on the work force or significant portion thereof, the Authority shall provide the Union at least thirty (30) days' prior notice and shall, upon request, negotiate with the Union over the effects, if any, on members of the Bargaining unit. However, nothing in this paragraph shall restrict or cause the Authority to delay the implementation of its decision to exercise its management rights. Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, in which a specific provision of this Agreement does not expressly restrict the Authority 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 any of the terms of this Agreement. Any question as to whether the exercise of any management prerogative is contrary to or inconsistent with the terms of this Agreement shall, however, be subject to the terms of the Grievance Procedure.

- **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:

- Meet with the Authority and the Union to discuss the employment of employees subject to layoff prior to any subcontracting; and,
- 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,
- Give bargaining unit members being laid off first consideration/right of first refusal for employment as identified below when they have the necessary knowledge, skill, and demonstrated abilities; and,
- 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,
- 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,

- 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 layoff date; and,
- 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 annual 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.
- 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 5 NO STRIKE-NO LOCKOUT

5.1 No Strike Commitment

At no time during the term of the Agreement will the Union, its agent, or any employee covered by this Agreement for any reason call, institute, authorize, participate in, aid, encourage, sanction or ratify any strike, work stoppage, slowdown, concerted failure to report for work, concerted absence from one's position, concerted use of sick leave or personal leave, boycott or disruptive demonstration by any employee or employee group covered by this Agreement, or the absence in whole or in part from the full, faithful and proper performance of the duties of employment with the Employer for any purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, or the rights, privileges or obligations of public employment, or participating in any manner in any course of conduct which adversely affects service to the Authority or services provided by the Authority; provided, the Union shall have the right to picket, strike, or use other lawful economic means against the Authority in this Agreement for failure to comply with the terms of an arbitration award which is in conformity with the provisions of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line by whoever established.

5.2 Resumption of Operations

The Union agrees to notify all employees covered by this Agreement and Union representatives of their obligation and responsibility for maintaining compliance with this 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, work stoppage or other interference with the operation of the Authority, the President of the Union or designee and all officers and agents of the Union shall within twenty-four (24) hours disavow such strike or work stoppage and direct the employees to return to work and shall use their best efforts to achieve a prompt resumption of normal operations. The Union shall notify the Authority within twenty-four (24) hours after the commencement of such work and interruption of the specific measures taken to comply with the provisions of this Article.

5.3 Union Liability

Upon the Union's failure to comply with the conditions specified in Section 5.2 in the event of a strike, work stoppage, slowdown, or other withholding of services in which the employees covered by this Agreement participate, the Union and its officers and agents shall be liable for all damages, direct or indirect, arising from or caused by its failure to meet the requirement of this provision. If the Union and its officers and agents have reasonably complied with all conditions and obligations specified in this Article, they shall not be liable for damages, direct or indirect, arising from the failure to meet the requirements of this Article. Any officer or agent who is an employee covered by this Agreement, may also be subject to the provisions of Section 5.4 below.

5.4 Discipline of Strikers

Any and all employees covered by this Agreement who violate this Article shall be subject to immediate discharge. Any action taken by the Authority against striking employees shall not be construed as a violation by the Authority of any provision of this Agreement and shall be subject to the provisions of Grievance Procedure, only with respect to the question of the employee's participation.

5.5 Judicial Restraint

Nothing contained herein shall preclude the Authority from obtaining judicial restraint in the event of a violation of this Article.

5.6 Lockouts

There shall be no lockout or partial lockout of any of the employees covered by this Agreement except that the Authority shall have the right to shut down all or part of its operations, including any job action affecting equipment, facilities, or services, for legitimate reasons, upon reasonable notice to the Union of any such action.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.1 Hours of Work

The regular hours of the workweek of all full-time employees shall be a total of forty (40) hours per week as scheduled by the Authority in accordance with Article 6.

6.2 Resident Custodians

The regular workweek of Resident Custodians shall be forty (40) hours per week as scheduled by the Authority, provided that they shall be entitled to receive at least forty-eight (48) consecutive hours off in each week, which may require service to be performed on six (6) consecutive days, and provided further that such scheduling shall be at the option of the Authority, shall take into consideration any emergencies or special circumstances of the employee, and shall not be unreasonable. Said employees shall be entitled to receive time and one-half (1-1/2) pay for hours worked over forty (40) hours in a workweek.

6.3 Head Maintenance, Maintenance, and Janitor Helpers

The regular workweek of Maintenance Employees and Janitor Helpers shall consist of five (5) consecutive days and eight (8) hours per day, or a total of forty (40) hours per week. Said employees shall be entitled to receive time and one-half (1-1/2) pay for all hours worked over eight (8) hours in one day or forty (40) hours in one (1) week. There shall not be any duplication or pyramiding of overtime. Employees must be in pay status for the entire forty (40) hour period to be eligible to earn time and one-half (1-1/2) pay. The Authority will endeavor to distribute overtime equally among qualified employees in the same development and/or classification.

6.4 Computation of Overtime

For purposes of computing overtime, all hours in pay status during the employee's workweek, holidays, jury leave, and bereavement leave shall be included in and treated as "hours worked," except sick time, shall not be deemed "hours worked." Employees will be expected to perform reasonable overtime. HACC will attempt to assign overtime work at each work site to the employees who are immediately available when the need for overtime occurs and who normally regularly perform the work involved. If no staff is available as stated above, and where appropriate, the Authority may rotate overtime assignments per job classifications based upon several considerations: including, job duties, performance, work history, demonstrated skill level, and attendance.

6.5 Shift Schedules

The Authority shall determine the hours of each shift, the number of employees required to serve on each shift and the number of the employees in each job classification on each shift. Affected employees shall receive ten (10) business days advance written notice of such permanent shift change, unless the required shift modification is necessary by reason of a calamity or emergency affecting the health, safety or need of the authority or program participants. Should the Authority establish a second 2nd, or third 3rd shift work schedule, employees shall be assigned to shifts in the following order: The least senior employees in each classification as required by the Authority.

- Volunteers.
- The least senior employees in each classification as required by the Authority.

6.6 Shift Differential

All employees assigned to and working on the second (2nd) and third (3rd) shifts shall receive a five percent (5%) differential in pay in addition to the standard wage rate applicable to employees in the classification for such pay, an employee must work the majority of their hours outside the regular first shift.

ARTICLE 7 LIVING QUARTERS

The parties agree that the Authority may assign Resident Custodians to live in the development as one of their conditions of employment for the purpose of ensuring the availability of janitorial services to the Authority's tenants at all times, including services performed on an on-call or overtime basis. The Authority may provide such Resident Custodians with apartments on a rent-free basis. Upon separation from employment or inability to perform the required work, the Resident Custodian's lease shall terminate, and within forty-five (45) calendar days thereafter, voluntarily vacate the unit to HACC in good condition along with all keys and equipment in their possession. In the event of a Resident Custodian's inability to work due to a reported work-related injury, the Employer shall provide relocation services to an alternative location or provide a vacant unit for which the employee shall pay the established flat rate rent for that unit. The Employer agrees Resident Custodian Apartments shall not be subject to unreasonable searches unless entry meets applicable law or legal standard. The Union agrees the Employer has a right to enter the apartment of a Resident Custodian with a forty-eight (48) hour written notice or without notice in emergency situations.

7.1 Requirement to Live on Premises

Said Resident Custodians shall be subject to disciplinary action including suspension, discharge or demotion for failure or refusal to perform reasonable overtime or on-call maintenance work, or in the further event that such employees do not actually continue to live on the premises, except as otherwise provided herein or by agreement of the parties. Absences for any substantial period of time (more than five (5) calendar days) which result in not occupying the premises (except absences during vacation and other authorized time off) shall require prior approval and consent from the immediate supervisor or designee. Further, Resident Custodians shall perform maintenance and repair duties on an emergency basis to the extent such duties are within the employees' job description. All Resident Custodians who have successfully completed the probationary period are required to execute a dwelling lease and occupy the Authority provided unit within thirty (30) calendar days after successful completion of the probationary period of employment as a Resident Custodian unless other arrangements have been agreed to by Property Manager

7.2 Gas Allowance

Janitors who are furnished unheated apartments shall receive a gas allowance as reimbursement for heating costs. Such gas allowance shall be the same as that provided to program participants occupying apartments of similar size.

7.3 Exception to Occupancy of Apartment

A Resident Custodian may have a spouse, or a recognized civil partner and immediate family members (sons and daughters) live with the Resident Custodian in the apartment. Immediate family members for this Section are defined as dependent children per the IRS regulations living in the employee's household. Section 7.1 governs in respect to the entitlement of Resident Custodian employees to a rent-free apartment or as denoted in this Section. However, the right to a rent-free apartment does not continue in the event such Resident Custodian employee who is re-classified from the job of Resident Custodian. If the person holding the job cannot perform all job duties for any reason for more than sixty (60) calendar days, the employee must vacate the Authority-provided unit. If the employee is separated from employment, the employee must vacate the apartment within thirty (30) calendar days.

ARTICLE 8 HOLIDAYS

8.1 Number of Holidays

The Authority shall observe the following days as paid holidays for eligible, active, full-time, 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 must appear in court or at an administrative hearing during the holiday listed above, the employee will be paid the appropriate rate of pay per the Labor Agreement. 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. HACC agrees to reimburse up to five hundred dollars (\$500.00) for costs that cannot be converted into 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 Payment for Holiday

If a regular employee covered by this Agreement works on a holiday published annually listing the specific dates of observance of all holidays shall be paid eight (8) hours as regular holiday pay plus time and one-half (1-1/2) for all hours worked. If an employee is excused from working a holiday, such an employee shall be paid eight (8) hours as regular holiday pay. Eligible, active, regular, full-time employees shall be paid for holidays only if they are in pay status both on the last scheduled workday before and the first scheduled workday after the holiday either by working, or while on pre-approved annual leave, sick leave, bereavement leave, jury duty, or military leave. 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 to be paid for the holiday, unless on other pre-approved paid leave or a physician statement for care given to an immediate family member as defined in Section 10.1 Bereavement Pay.

8.3 Right to Schedule Holiday Work

The Authority shall have the right to require one-half (1/2) of the employees to work on holidays as designated upon seventy-two (72) hours' notice, except in case of an emergency or due to circumstances beyond the control of the Authority. Each employee may be required to work one-half (1/2) of the designated holidays. In case of changes in scheduling due to requests of an employee, reasonable notice is required to schedule a substitute employee. If a substitute employee is scheduled, such employee shall be paid for the holiday as in Section 8.2 above and paid the appropriate rate per Section 6.4 Computation of Overtime, if applicable.

8.4 Determining Workdays as Holidays

A holiday is a calendar day midnight to midnight. An employee whose workday extends over part of two (2) calendar days, one of which is a holiday, shall be considered to have worked on the holiday if the majority of the hours worked fall on the holiday. If one-half (1/2) of the hours worked fall on the holiday, the calendar day on which the employee begins work shall determine whether or not the employee has worked on a holiday. If less than half of the hours worked on said workday fall on the holiday, the employee shall not be considered to have worked on a holiday that day. When Christmas Eve and New Year's Eve fall on a workday, they will be observed as half-holidays. When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the Friday immediately preceding Christmas Eve and New Year's Eve will be observed as half holidays. When specified by the federal government, the holidays set forth in Section 8.1 shall be observed on the federal day of observance. An announcement will be published annually listing the specific dates of observance of all holidays.

8.5 Emergency Work on Holidays

An employee is entitled to receive their regular holiday plus time and one-half (1-1/2) for all hours worked on the holiday when called to work for a bona fide emergency on a holiday.

ARTICLE 9 VACATIONS

9.1 Schedule of Vacation 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 continuous 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 forty (40) or more hours in that month. Vacation leave must be used minimally in four (4) hour increments and thereafter in multiples of whole hours. 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.

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. Bargaining unit employees may request a maximum amount of annual leave up to one hundred-twenty (120) consecutive hours in any thirty (30) calendar daytime period. During the period of October 01 through May 15, Resident Custodians may request a maximum amount of annual leave up to forty (40) consecutive hours in any thirty (30) calendar period.

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

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

Four (4) weeks, (20 working days) per year is accrued at the rate of one and two-thirds (1+ 2/3) days per month for over ten (10) years and up to seventeen (17) years of continuous paid employment service.

Five (5) weeks, (25 working days) per year is accrued at the rate of two and one-twelfth (2+1/12) days per month for over seventeen (17) years of continuous paid employment service.

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

9.2 Vacation Period

Annual leave taken without prior authorizations shall be considered as unapproved leave without pay unless an emergency exists. In such events, the Director/Manager shall determine the validity of an emergency.

A. The Authority agrees that bargaining unit employees shall be permitted to take vacation leave in four (4) hour increments. Vacation requests are subject to the manager's approval and should be submitted to the manager at least seven (7) calendar days in advance unless an emergency exists whereby shorter notice may have to be given. Such requests shall not be unreasonably denied.

B. Except as set forth in Paragraph 9.3(C) below, bargaining unit employees may request a maximum amount of annual leave up to one hundred and twenty (120) consecutive hours in any thirty (30) day-time period.

C. During the period from October 01 through May 15, Resident Custodians may request a maximum amount of annual leave up to forty (40) consecutive hours in any thirty (30) day period.

9.3 Accumulation of Vacation Leave

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 10 OTHER BENEFITS

10.1 Bereavement Pay

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.

10.2 Sick Leave

Effective July 1, 2017, eligible, active, regular, full-time employees will accrue sick leave benefit time of 1.85 hours for each work week in pay status after the first day of the pay period after thirty (30) calendar days of continuous uninterrupted active employment, up to a maximum of ninety-six (96) hours per calendar year. Sick leave may be accrued to a maximum of one thousand two hundred and eighty (1280) 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 the 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 doctor'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 the Employer has not yet received the required certification.

A supervisor may require an employee to provide a written doctor'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. 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 for the employee. Employees are required to contact their manager directly by the manager's cell phone, e-mail, or text message 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.
- 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,
- Cases of serious illness in the employee's family, (as defined above) which requires the employee's presence; and,
- 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, an 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 if 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 policy 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.

10.3 Personal Leave Days

A. All eligible, active, regular, full-time employees shall be entitled to four (4) paid personal leave days per calendar year to be used for personal business upon advance notice to the employee’s Supervisor, subject to the reasonable rules of the Authority.

B. Newly hired employees must work a complete calendar quarter before receiving their first personal day on the first day of the next calendar quarter. These days shall be earned as follows: one (1) day January 01, one (1) day April 01, and one (1) day July 01 and one (1) day October 1. Employees may use paid personal leave in one (1) hour increments. Such days shall not be cumulative from year to year and shall not be converted to any other type of leave.

C. Ordinarily, the Authority must approve in advance an employee’s use of personal, paid leave under this Section. However, where an occurrence between 5:00 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 from their supervisor. Such approval will not be unreasonably denied.

D. An employee shall be entitled to receive pay for any personal day if the employee is in pay status both on their last scheduled day prior to the personal day and the first scheduled day after the personal day. An employee is considered in pay status at all times the employee is earning pay, either by working or while on pre-approved: annual leave, sick leave, bereavement leave, jury duty, or military leave.

10.4 Personal Leave of Absence

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 a 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 10.6 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 11.2 Coverage During Leave of Absence. 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.

10.5 Family and 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 11.2 Coverage During Leave of Absence. There is no retro payment or accruals paid on benefits.

10.6 Uniforms

The Authority shall furnish employees five (5) uniforms each year. The maintenance of uniforms shall be the responsibility of the employee.

10.7 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.

10.8 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.

10.9 Paid Military and 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) 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).

10.10 Tuition Reimbursement

This plan may provide up to seven hundred dollars (\$700.00) per year (if funding is available for that fiscal year) reimbursement for a full-time, non-temporary employee who successfully completes (i.e., with a passing grade) a course or courses at an accredited educational institution including community colleges, continuing adult education, and other training or technical institutions. The courses must improve or provide new skills that relate to the employee's duty or duties of their current position or a position that they may be reasonably promoted to in the near future. To apply, a detailed written request shall be sent in advance to the employee's supervisor, which describes the title and content of the course. If approved, reimbursement will be made upon request, which must include evidence of satisfactory completion.

10.11 Union Leave

Upon a 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 year and in five (5) day increments on a rotational basis.

10.12 On-Call Compensation

Covered members, except for Resident Custodians, who are placed On-Call will receive a stipend of one (1) hour at the employee's straight time hourly rate for each day they are placed On-Call and one and one-half (1.5) times the employee's base hourly rate of pay for all hours worked on Holidays, Saturdays, and Sundays. Employees are required to respond to any call within fifteen (15) minutes of the call and take the necessary action to address the need. For purposes of overtime, the On-Call stipend compensation shall not be deemed "hours worked" for calculating overtime. If the employee is required or directed to drive to the site to address the On-Call situation, the employee will be compensated for travel time to the work site only in addition to any work performed.

10.13 Jury Duty

All employees shall be allowed to attend court proceedings for jury duty and will be granted paid leave upon presentation of earnings for jury duty service if otherwise scheduled for work. Employees must provide a copy of the jury duty summons as denoted above to the Human Resource Department, the next business day after receiving the summons. 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. Part-Time/Temporary employees will be granted unpaid leave if summoned for jury duty or subpoenaed as a witness in a court case not related to the Authority. Employees who are subpoenaed to appear in court or are called as a witness in a court case that is unrelated to the Authority may elect to use vacation or personal time to cover the hours. 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.

10.14 New 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.

10.15 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.

10.16 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 11 HEALTH INSURANCE

11.1 Employer Contributions

Eligible, active, regular, full-time employees are entitled to enroll for the health insurance benefit which will be effective on the first day of the month following the employee's employment 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. The Authority agrees to pay monthly on behalf of each employee covered by this Agreement who enroll. During the period, January 1, 2024, through the term of the Agreement December 31, 2027, of the applicable premium for single or dependent coverage selected, and the employee paying the remaining twelve percent (12%) premium per month.

The provider shall have the authority to amend the Insurance Plans, coverages 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 this benefit denoted, the actual Plan documents and Plan contracts shall prevail. The parties acknowledge that the Employer is obligated to comply with the requirements of the Federal Affordable Care Act or as amended.

The parties agree that if the Affordable Care Act and the related regulations, obligations, standards, or requirements of the Act are amended, the parties will meet and discuss the effects of the changes on the health insurance provided herein.

Health insurance coverage ceases on the date of separation from employment except for any continuation of coverage per Section 11.2 COBRA. HACC retains the right to change or implement employee benefit premium contributions, out-of-pocket expenses, deductibles, service providers, change options or plan design, exclusions, level of coverage, eligibility requirements or scope of benefit with prior notice. 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 11.2 COBRA. Failure of the employee to pay their monthly employee health premiums, where applicable, will cause cancellation of the benefit and the employee will be offered continuation of coverage per Section 11.2 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 the Labor Agreement shall be entitled to receive the same health insurance benefit for themselves and their family as they were entitled to prior to such a leave of absence. The Union and its covered members shall indemnify and hold the Authority, 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.

11.2 Coverage During Leave of Absence

The Authority shall continue to make contributions per Section 11.1 to the Health Insurance on behalf of employees who are on approved leaves of absence for a period not to exceed three (3) months. Employees after the expiration of the three (3) months' leave may apply for COBRA via the Union to cover the remaining period of their leave of absence. This applies to all employees who are off the active payroll and who have been granted a leave of absence, pursuant to Section 10.5 of this Agreement. Such employees shall be entitled to receive the same Health Fund benefits

for themselves and their families as they were entitled to prior to such leaves of absence, as denoted above. Employees after the expiration of the three (3) months' leave must apply for COBRA to HACC's Department of Human Resources to cover the remaining period of their leave of absence.

ARTICLE 12 SHORT/LONG TERM DISABILITY BENEFITS/LIFE INSURANCE AND DENTAL/VISION

12.1 Short Term Disability

The Authority will maintain an employee-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 per the plan document and contract. Employees may enroll in this benefit on the first day of the pay period 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 forty (40) 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 for the benefits to be paid after fourteen (14) calendar day waiting period. All available benefit leave time banked must be used during the waiting period and benefit accruals and other paid non-work time benefits will be suspended until the employee returns to work. 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. 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 shall not be applied retroactively. Employees should refer to Section 10.6 Family Medical Leave Act (FMLA) for eligibility requirements. Disabilities or injuries covered by Workers' Compensation are excluded from STD coverage. 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 Plan 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 Plan contract shall prevail. HACC will continue, if applicable, to provide health, dental, vision and life insurance benefits for the first three (3) months of the approved STD provided the employee continues to pay their share of the applicable monthly premiums based on current practice. After three (3) months, employees may make an application for continued health insurance per continuation of coverage per Section 11.2 Coverage During Leave of Absence. Failure of the employee to pay their monthly employee premiums, where applicable, will cause cancellation of the benefit and the employee will be offered continuation of health coverage per Section 11.2 Coverage During Leave of Absence. HACC retains the right to implement, change options, or plan design, exclusions, level of coverage, eligibility requirements, or scope of benefits with prior notice.

12.2 Long Term Disability

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 a Long-Term Disability (LTD) benefit as defined and administered per the plan document and contract and will be responsible for the monthly premium.

Employees may enroll for this benefit on the first day of the pay period 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. If there is a conflict or inconsistency per this benefit denoted, the actual plan document or contract shall prevail. All available benefit leave time banked must be used during the waiting period and benefit accruals and other paid non-work time benefits 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 if approved will run concurrently under both policies. Employees should refer to Section 10.5 Family Medical Leave Act (FMLA) for eligibility requirements. Long Term Disability coverage excludes disabilities and injuries covered by Workers' Compensation. 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 the current practice. 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 health coverage per Section 11.2 Coverage During Leave of Absence. After three (3) months, employees may make an application for continued health insurance per continuation of coverage per Section 11.2 Coverage During Leave of Absence. 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 Plan contract), other than its obligation to contribute towards the monthly premium. Employees may review the benefit plan document and contract by making an appointment with the Human Resources Department. HACC retains the right to change options, plan designs, exclusions, and level of coverage, service providers, eligibility requirements, and scope of benefit with prior notice.

12.3 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.

12.4 Dental and 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 per 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 11 Health Insurance: Section 11.1 Employer Contributions for the coverage selected.

ARTICLE 13 401(k) PLAN

Eligible, active, regular, full-time employees may make voluntary contributions to the 401(k) plan for the first full pay period after their 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 Article 13, the Authority shall promptly notify the Union in order to schedule negotiations for a replacement provision for this Article 13. In the event that any changes made to the Plan substantially affect the level of benefits provided therein, the Authority shall provide the Union with 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. Any questions regarding the Plan and its application should be directed to the Human Resources Department.

ARTICLE 14 PAYMENT OF SUBSTITUTE SERVICES

Whenever any employee, other than a vacation replacement hired pursuant to Section 3.2 above, substitutes for an employee in a higher classification during the latter's vacation period, the substitute employee shall be paid the rate of pay for performing the duties of the higher classified employee from the first day the employee substitutes.

ARTICLE 15 SENIORITY–PROMOTIONS AND LAYOFFS–LOSS OF RIGHTS

15.1 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 or part-time or temporary employment. Following the completion of the probationary period for regular, full-time employees, seniority will be credited retroactively to the first day of employment.

15.2 Layoffs

In the event of a reduction in force in any classification, all temporary, probationary, part-time employees will be laid off first, in that order, before any other janitorial employees are laid off. When there is an impending layoff with respect to any covered member in the bargaining unit, the Authority, except for an emergency, shall notify the Union and the employee(s) affected no later than fourteen (14) calendar days prior to such layoff. Emergencies may include but not limited to civil emergencies and /or may be declared by an elected official, riots, civil disorders, tornado conditions, floods, health and safety challenges, or other catastrophes. The Authority shall provide the Union with the names of all employees to be laid off prior to the layoff. Thereafter bargaining unit seniority within the classification affected shall prevail, provided the senior employee has the present skills, knowledge, and ability to perform the job. Affected employees shall be allowed to displace less senior bargaining unit employees in the same or lower classifications if no vacancies are available, provided the senior employee has the present skill, knowledge, and ability to perform the job. In the event that the Authority recalls employees after a reduction-in-force, the employees will be recalled in order of bargaining unit seniority to the same or lower classification and shall be given a seven (7) calendar days' notice of recall by certified or registered mail to the address on record, with a copy to the Union, provided that the employee must notify the Director of Human Resources by certified mail of their intention to return to work within five (5) calendar days after receiving notice of recall. If an employee fails to respond timely to a recall notice by certified mail to the Human Resources Department, the employee's name shall be removed from the recall list. If an employee is offered a position in a lower classification as the result of a reduction in-force, the employee may decline the offer. In such a case, the employee's name will be placed on a recall list for one (1) year and the employee will only be considered for recall to a position of like grade.

15.3 Posting of Jobs

In order to effectuate a sound and equitable promotional policy, the Authority agrees to post job openings for ten (10) days, whenever they occur, on Bulletin Boards placed in all of the developments to provide employees with an opportunity to bid on the job openings. The posting will list the job, the department, the job description, and will set out in detail the duties and qualifications required.

15.4 Application for Promotion

All employees who apply for job openings shall list, on a form supplied by the Authority, their experience, training, and all other factors which qualify them for the job. The Authority will award the job to the most senior employee-applicant who is qualified for the job.

15.5 Qualifications

Generally, the qualifications to perform the job mean present qualifications. In doubtful cases, where circumstances permit, the Authority may determine to give the senior employee who appears to be qualified a trial period not to exceed thirty (30) days to demonstrate their ability to handle the job.

15.6 Complaints Regarding Promotional Opportunities

In the event an employee believes that the failure to select them for the promotional job for which the employee applies was unreasonable or arbitrary, the Union shall have a right to challenge the decision through the established Grievance Procedure.

15.7 Loss of Seniority Rights

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

- a. Resignation, discharge, or retirement.
- b. Layoff in excess of one (1) year or the number of months the employee was employed, whichever is less, provided his/her probationary period has been completed.
- c. Failure to return from a voluntary leave of absence unless extended by the Authority to avoid undue hardship.
- d. Absence for three (3) consecutive days; or
- e. Failure to report back to work within five (5) days after notice or a recall, unless otherwise excused or extended.

15.8 Voluntary Transfers

In the event of a vacant bargaining unit position, any qualified employee in a like position may request a transfer to that position. A bargaining unit employee who applies for a transfer via the standard bid process will receive a reply from Management within thirty (30) working days. If the transfer is denied, the employee will be informed of the reason for the denial.

15.9 Promotion Probationary Period

Any employee selected for promotion must satisfactorily complete a six (6) month probationary period for resident custodians and a sixty (60) day probationary period for maintenance and janitor helpers' positions. If the probationary period is extended, the employee shall be notified in writing of the reasons for the extension and the specific improvement(s) necessary to successfully complete the extended probation. Said probationary period may be extended by up to thirty (30) days upon written notification to the employee and the Union. Failure to successfully complete the probationary period or any extension shall result in the employee returning to their last position held prior to the promotion.

If, within thirty (30) calendar days of placement into the new position, the employee requests placement back to their former position, then such request shall be granted. If the employee requests placement back into their former position after thirty (30) calendar days of placement into the new position, then the employee may be placed into the former position only if the former position is still available and has not been offered to another individual. If the employee is placed back to the last position held prior to the promotion, their hourly wage will be equivalent to what they were paid in the previous position held. In the event the employee's former position classification prior to the promotion no longer is available or has been offered to another individual, the employee shall be laid off.

15.10 Member Listing

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 to the Union 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, employee identification number, employment status, i.e., full time, part time and member/non-member status.

15.11 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. 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 16 SECURITY AND DISCIPLINE

16.1 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. If the Authority has reason to discipline an employee, the Authority will endeavor to do so in a manner that will not unduly embarrass the employee in the presence of

other employees or members of the public. 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 or written reprimands will be removed from an employee's file if no further ongoing 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.

16.2 Pre-Disciplinary Meetings

If the Authority seeks to discipline a bargaining unit employee, a pre-disciplinary meeting will be conducted at HACC within five (5) workdays 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 so serious as to warrant immediate suspension or termination. The bargaining unit employee and Union shall be given written notice three (3) working days prior to the scheduled disciplinary meeting via e-mail with return receipt requested stating the time and location of the meeting. Said notice shall state (1) that the conference may result in disciplinary action and shall describe the type of discipline to be considered; (2) the alleged misconduct which led to the scheduling of the conference. The Authority or the Union are entitled to one (1) pre-disciplinary meeting reschedule which will be scheduled no later than five (5) working days from the initial pre-disciplinary meeting e-mail notice. The purpose of this meeting is to provide the employee 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 Union representative. 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) working days. The Union or Management may conduct such a meeting via a phone conference, or via a phone conference. or by 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.

ARTICLE 17 RULES – WORKING CONDITIONS

17.1 Rules

The Authority shall continue its review and investigation of work rules applied at each development in order to determine the reasonableness of the rules and the uniform and equitable application thereof. The Union shall be notified of all rule changes. The Union shall have the right to challenge the reasonableness of all rules and rule changes and/or their application through the Grievance Procedure.

17.2 Working Conditions

The Authority agrees to make necessary investigations from time to time to ensure that reasonable working conditions and staffing requirements are in force and effect. The Executive Director or designee shall meet with a Union representative and 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. The party requesting the meeting will forward an agenda of subjects to be discussed at least seven (7) business days in advance of the meeting to the other party.

17.3 Labor Management Meetings

The Executive Director or designee shall meet with a Union representative and 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. The party requesting the meeting will forward an agenda of subjects to be discussed at least seven (7) business days in advance of the meeting to the other party.

17.4 Bulletin Boards

The Authority shall permit the Union to post announcements and other communications on bulletin boards which are non-political, non-inflammatory, and non-derogatory, provided by the Authority for the general use and benefit of its employees. Such communications/announcements will be provided to the Director of Human Resources at the time of posting.

17.5 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 inform the supervisor at the employee's next scheduled workday 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.

17.6 Painting of Occupied Units

- Painting of occupied units will be addressed in labor-management meetings
- The Executive Director or designee will randomly select ten (10) occupied units scheduled for painting in order to create a standard for what tasks associated with painting are and are not required.
- Painting of occupied units will be prioritized over other non-emergency work.
- Employees who are required to do painting of occupied units shall be held harmless for any negligent damage to the occupants' items and shall not be subject to discipline in such an event.

17.7 Inoculations and Immunizations

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 submit 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 18 GRIEVANCE PROCEDURE

18.1 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.

18.2 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**

A grievant, the Union, or designee, or the Authority, or designee, will submit a grievance in writing within ten (10) working days following the events or circumstances giving rise to the grievance or when first known by the grievant, or the Union to the Manager/Director of the Department and if an Authority grievance to the Union's Member Action Center which cites specific Articles or Sections of the contract that allegedly have been violated and include a brief statement of facts sufficient to inform the Authority or the Union of the specific violations and the relief requested. A Step 1 grievance meeting will be held at HACC or via phone conferences or by virtual communication, e.g., Zoom Meetings-Go-To Meetings within ten (10) workdays following the

receipt of the grievance with the grievant, the Union representative and the Authority and others involved in the grievance. At this grievance meeting, the facts shall be discussed, and an effort shall be made to adjust the matter to the satisfaction of all concerned. The party conducting the Step 1 grievance meeting shall provide a written response to the grievance within ten (10) working days after such a Step 1 grievance meeting. If the grievance is not settled at Step 1, the Grievant, Union, or the Authority may appeal the grievance to Step 2 by submitting the grievance to the Director of Human Resources or if an Authority grievance to Union's Member Action Center within five (5) working days of the Step 1 response. Contractual violations not alleged in the originally filed grievance shall be barred from consideration during the pendency of the grievance.

- **Step 2**

If the grievance is not settled in Step 1, and the Grievant or Union, or the Employer wishes to appeal the grievance to Step 2, the grievance shall be reduced to writing and shall be submitted to the Director of Human Resources or if an Authority grievance to the Union's Member Action Center. The Human Resource Director or designee or steward or Authority grievance, a Union Representative or designee shall conduct an investigation of all pertinent documents and/or information and schedule a meeting at HACC or via phone conferences or by virtual communication, e.g., Zoom meetings-Go-To-Meetings with the Union Representative or Authority Management representative ten (10) working days after the receipt of the grievance. The Human Resource Director or designee or Union Representative or designee shall render a written response to the designated parties within ten (10) working days after such meeting. 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.

18.3 Arbitration

If the grievance is not resolved at Step 2 of the procedure, either the Union, or the Authority may demand arbitration by submitting to the other party a written notice within forty-five (45) working days of the Step 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 Arbitrators on the list. Either party shall 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 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. 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.

18.4 Processing and Time Limits

The resolution of a grievance satisfactory to the Union or Employer at any step shall be deemed a

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

18.5 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.

18.6 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.

18.7 Investigation of Grievances

Grievance meetings or grievance processing 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 for stewards and grievant to process grievances with permission of their supervisor. 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 relative 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.

18.8 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.

18.9 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 credible, 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. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 19 JOB DESCRIPTIONS

Upon hire, the Authority will provide each newly hired bargaining unit employee with a copy of the official job descriptions for their job title. The Authority will supply the Union with copies of the latest job descriptions for classifications applicable to members of the bargaining unit. The Authority will notify the Union within ten (10) working days of any change in job titles covered by this Agreement. If the Authority makes any changes in the official job description, it will discuss such changes with the Union prior to effectuating such changes within ten (10) working days of implementing the changes. If the Authority changes a bargaining unit employee's job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title.

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 AMERICANS WITH DISABILITIES ACT

In the event an employee is unable to perform a needed job skill because of a mental or physical disability as defined by the Americans with Disabilities Act, the Employer shall attempt to provide a reasonable accommodation as provided by law. To provide such an accommodation, seniority which will not produce a hardship on the Employer shall not be applicable for any purpose except layoff and recall. Any dispute with respect to the Employer's or Union's compliance with this Article shall be subject to the Grievance Procedure.

ARTICLE 22 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. Under no circumstances shall an employee accept employment in any capacity with an individual or entity engaged in providing goods or services to the Authority. 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 decision has been reversed pursuant to the grievance procedure set forth in Article 18. Employees shall promptly notify the Authority in writing at least thirty (30) calendar days in advance of such secondary employment request per the Secondary Employment Report and Request Form in the

Employee Manual. Employees must seek written approval every January for continuing previously approved outside/self-employment when it first occurs.

ARTICLE 23 WAGES

23.1 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. Upon ratification of the Labor Agreement by the Union and approval by the Board of Commissioners, effective the first full pay period in January 2024, employees will be placed on the scale that corresponds to their years of service who have successfully completed their initial probationary period, or any extension thereof shall receive the COLA increases denoted below.

For the Fiscal Year 2024, employees will not receive a wage reduction if the hourly wage that corresponds to their years of service is lower than their hourly rate at the time of placement. Retroactivity will be paid on all straight time paid work hours back to the first full pay period January 2024 of the FY 2024 salaries. The Cost-of-Living Increases are effective in the first full pay period of the calendar year, and employees will ONLY move laterally across the wage schedules each year.

HEAD MAINTENANCE

Years of Service at FY 2024	FY 2024	FY2025 3.0%	FY2026 3.0%	FY2027 3.0%
0	\$26.50	\$27.30	\$28.11	\$28.96
1	\$27.30	\$28.12	\$28.96	\$29.83
2	\$28.11	\$28.95	\$29.82	\$30.72
3	\$28.96	\$29.83	\$30.72	\$31.65
4	\$29.83	\$30.72	\$31.65	\$32.60
5	\$30.72	\$31.64	\$32.59	\$33.57
10	\$31.64	\$32.59	\$33.57	\$34.57
15	\$32.59	\$33.57	\$34.57	\$35.61
20	\$33.57	\$34.58	\$35.61	\$36.68
25	\$34.58	\$35.62	\$36.69	\$37.79

RESIDENT CUSTODIAN

Years of Service at FY2024	FY 2024	FY2025 3.0%	FY2026 3.0%	FY2027 3.0%
0	\$24.64	\$25.38	\$26.14	\$26.92
1	\$25.38	\$26.14	\$26.93	\$27.73
2	\$26.14	\$26.92	\$27.73	\$28.56
3	\$26.92	\$27.73	\$28.56	\$29.42
4	\$27.73	\$28.56	\$29.42	\$30.30
5	\$28.56	\$29.42	\$30.30	\$31.21
10	\$29.42	\$30.30	\$31.21	\$32.15
15	\$30.30	\$31.21	\$32.15	\$33.11
20	\$31.21	\$32.15	\$33.11	\$34.10
25	\$32.15	\$33.11	\$34.11	\$35.13

MAINTENANCE

Years of Service at FY 2024	FY 2024	FY2025 3.0%	FY2026 3.0%	FY2027 3.0%
0	\$25.78	\$26.55	\$27.35	\$28.17
1	\$26.55	\$27.35	\$28.17	\$29.01
2	\$27.35	\$28.17	\$29.02	\$29.89
3	\$28.17	\$29.02	\$29.89	\$30.78
4	\$29.02	\$29.89	\$30.79	\$31.71
5	\$29.89	\$30.79	\$31.71	\$32.66
10	\$30.78	\$31.70	\$32.65	\$33.63
15	\$31.71	\$32.66	\$33.64	\$34.65
20	\$32.66	\$33.64	\$34.65	\$35.69
25	\$33.64	\$34.65	\$35.69	\$36.76

JANITOR HELPER

Years of Service at FY 2024	FY 2024	FY2025 3.0%	FY2026 3.0%	FY2027 3.0%
0	\$21.76	\$22.41	\$23.09	\$23.78
1	\$22.41	\$23.08	\$23.77	\$24.49
2	\$23.09	\$23.78	\$24.50	\$25.23
3	\$23.78	\$24.49	\$25.23	\$25.99
4	\$24.49	\$25.22	\$25.98	\$26.76
5	\$25.23	\$25.99	\$26.77	\$27.57
10	\$25.98	\$26.76	\$27.56	\$28.39
15	\$26.76	\$27.56	\$28.39	\$29.24
20	\$27.56	\$28.39	\$29.24	\$30.12
25	\$28.39	\$29.24	\$30.12	\$31.02

23.2 Starting Wages

Newly hired employees will be paid the following starting hourly wage per their classification and will not be entitled to any prospective COLA increases until they have been employed for one (1) year of continuous active employment:

Head Maintenance	\$26.50
Maintenance	\$25.78
Resident Custodian	\$24.64
Janitor Helper	\$21.76

Upon Union ratification and approval by the Board of Commissioners, current employees whose hourly wage is below the amount shown above will receive an increase to match the wages of newly hired employees and any other applicable increases.

23.3 Anniversary Increases

Anniversary increases are not retroactive and are paid prospectively. A regular, active, full-time employee who has completed fourteen (14) through eighteen (18) years of continuous employment service shall be awarded prospectively the first full pay period each year of the Agreement twenty-five cents (\$0.25) added to the employee's base hourly wage.

- Start of the 15th year of full-time employment \$0.25 added to the employee's base hourly wage.
- Start of the 16th year of full-time employment \$0.25 added to the employee's base hourly wage.
- Start of the 17th year of full-time employment \$0.25 added to the employee's base hourly wage.
- Start of the 18th year of full-time employment \$0.25 added to the employee's base hourly wage.
- Start of the 19th year of full-time employment \$0.25 added to the employee's base hourly wage.

A regular, active, full-time employee who has completed nineteen (19) through twenty-three (23) years of continuous employment service shall be awarded prospectively the first full pay period each year of the Agreement thirty-five cents (\$0.35) added to the employees base hourly wage.

- Start of the 20th year of full-time employment \$0.35 added to the employee's base hourly wage.
- Start of the 21st year of full-time employment \$0.35 added to the employee's base hourly wage.

- Start of the 22nd year of full-time employment \$0.35 added to the employee's base hourly wage.
- Start of the 23rd year of full-time employment \$0.35 added to the employee's base hourly wage.
- Start of the 24th year of full-time employment \$0.35 added to the employee's base hourly wage.

A regular, active, full-time employee who has completed twenty-four (24) through twenty-eight (28) years of continuous employment service shall be awarded prospectively the first full pay period each year of the Agreement forty-five cents (\$0.45) added to the employee's base hourly wage.

- Start of the 25th year of full-time employment \$0.45 added to the employee's base hourly wage.
- Start of the 26th year of full-time employment \$0.45 added to the employee's base hourly wage.
- Start of the 27th year of full-time employment \$0.45 added to the employee's base hourly wage.
- Start of the 28th year of full-time employment \$0.45 added to the employee's base hourly wage.
- Start of the 29th year of full-time employment \$0.45 added to the employee's base hourly wage.

23.4 Performance Pay Plan

The Performance Pay Program shall be considered a part of the Labor Agreement from January 1, 2025 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 base 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.

<u>Evaluation Score</u>		<u>% of Increase</u>
0.00 to 2.99	Consistently Does not Meet Expectations	0.00%
3.00 to 3.49	Needs Improvement	0.00%
3.50 to 3.99	Meets Expectations	0.25%
4.00 to 4.49	Often Exceeds Expectations	0.50%
4.50 to 5.00	Consistently Exceeds Expectations	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. Employee 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 each February.

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 by February each year.

23.5 HVAC Certification Pay

The Employer encourages employees to improve and upgrade their skills through participation in job-related HVAC Universal Certification Type 4 accredited courses that the Employer deems applicable to the work to be performed. Employees must provide course information to the

Director of Human Resources for review and approval prior to taking any accredited course. Employees who are approved to participate in a job-related accredited course and who receive a certification, HACC will reimburse the accredited institution for the cost of the tuition. The employee will agree to sign a reimbursement agreement for such cost if the employee fails to receive a certificate. Effective 01-01-25, Employees who currently hold or obtain a Universal Certification Type 4 certification per an accredited course that is utilized for HACC assignments will receive one thousand two hundred fifty (\$1,250.00) dollar stipend each year.

ARTICLE 24 DRUG AND ALCOHOL POLICY

24.1 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 Housing Authority of Cook County hereby establishes the following Policy regarding substance abuse, drug and alcohol testing requirements, and screening. The potential effects of substance abuse in the workplace are substantial in terms of lives lost, personal injuries, property damage, business losses, productivity, absenteeism, and increased health care costs.

24.2 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. HACC will test for the drug and drug metabolites included in the following drug classes:

Marijuana (THC)	Amphetamines
Cocaine	Phencyclidine (PCP)
Opiates	

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, worksites, 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. 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, and
3. Or imposition of an entrance 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.

24.3 Notifications

Non-Discrimination: The Housing Authority of the County of Cook 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 as of the date it has been distributed.

24.4 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 job-related 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; (Appendix A) 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, operates dangerous tools or equipment may be required to submit to random drug testing at least once in any twelve (12) month period under the procedures described below. 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.

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.

24.5 Testing Procedures

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

24.6 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.

24.7 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

24.8 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 a 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 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 25 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 to any subject or matter not removed by law from the areas 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. This 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 not specifically referred to or covered in this Agreement, even though such subject 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, subject to the approval of the Executive Director, The Board of Commissioners, and the U.S. Department of Housing and Urban Development.

ARTICLE 26 SAVINGS CLAUSE

If any provisions of this Agreement or any application hereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by an 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 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. This Agreement is approved this 12th day of MARCH 2025 for submission to the Board of Commissioners.

ARTICLE 27 DURATION

This Agreement shall be effective from January 1, 2024, and shall remain in full force and effect until December 31, 2027. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by regular mail by either party no earlier than October 1, 2027, preceding expiration and no later than sixty (60) calendar days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notices may be tendered in person, in which cases the date notice shall be the written date of receipt.

FOR: Housing Authority of Cook County:

FOR: Service Employees International Union, Local 73:

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

By: [Signature] 03/12/2025
Dian Palmer Date
President, Local 73

APPENDIX A

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 _____