

# **EXHIBIT C**

## USE OF NON-CITY EMPLOYEES TO PERFORM SERVICES FOR THE CITY

### I. Purpose of Policy

A. The City's Hiring Plan and Executive Order No. 2009-3 prohibit the City from basing employment decisions, including hiring decisions, on political factors.

B. This prohibition applies not only to the formal hiring of City employees, but also to the City's use of any non-City employee to work under the City's supervision and control, in an employee-like fashion.

C. In order to ensure compliance with this prohibition on improper political influence in City hiring, and to also ensure compliance with City employment policies and personnel rules, IRS regulations, and any other laws applicable to City employees, all City Departments must comply with the following rules and procedures with respect to the use of non-City employees to perform services for the City:

### II. Rules and Procedures For The Use of Non-City Employees

#### A. **Individuals Retained Directly By the City**

##### 1. Personal Service Contractors

(a) Prior Approval for Retention. No City Department may retain an individual to perform services as a non-City employee ("Personal Service Contractor") for the City without the *prior* written approval of both the Department of Human Resources ("DHR") and the Office of Budget and Management ("OBM"). The form to be used to submit a request for such approval is attached as "Appendix A."<sup>1</sup>

(b) Independent Contractor Determination. The City may approve the use of a Personal Service Contractor only if the individual to be retained is a true independent contractor. The determination of what constitutes a true independent contractor depends on the specific circumstances of each case, and no one factor is determinative. DHR shall review each of the factors below and make a record of its reasons for approving each Personal Service Contractor. However, all of the following criteria will be examined for each request to assess whether aspects of the engagement are truly independent contractor-like, and not employee-like:

(1) The extent to which City employees may exercise direction and control over the work, and how the work will be performed, as opposed to merely monitoring the end product to ensure that it satisfies the requirements of the contract.

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<sup>1</sup> IGO Hiring Oversight shall be copied on all responses to requests submitted to DHR.

- (2) The reasons the contractor is needed.
- (3) The nature of the work to be performed.
- (4) The extent to which the work is highly specialized or requires particular skills or expertise.
- (5) The extent to which the contractor is uniquely skilled or qualified to perform the work.
- (6) The similarity of the work to existing work normally performed by City employees.
- (7) The existence of a prior employment relationship between the contractor and the City: prior position(s) held, period(s) of employment, duration, nature of the work performed, and similarity to the services to be performed.
- (8) The similarity of the services to be performed to the services performed by the contractor for non-City clients or customers as part of the contractor's business or professional practice.
- (9) The extent to which the contractor will be free to continue to provide these services to clients or customers other than the City during the term of the contract.
- (10) The location(s) of the work to be performed.
- (11) The extent to which the City will be providing work space, equipment, materials and staff support for the performance of the work, and conversely, the extent to which the contractor will work from her/his own facilities, and provide her/his own equipment, materials and staff support.
- (12) The anticipated duration of the contract, including relationship to the completion of a specific project and length of a specified contract period, if applicable.
- (13) The basis for determining how many hours the contractor will work, and which hours the contractor will work.
- (14) The basis for determining the contractor's pay (e.g., flat fee due on completion of project, hourly rate based on a record of hours worked, or regular installments).

- (c) Requirements for Approval. All approved Personal Service Contractors must sign a written contract that includes: (1) the essential terms of their hire; (2) the “Boilerplate *Shakman* Language” (which is attached as “Appendix B”); and (3) the Personal Services Contractor’s agreement to cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor’s Office related to the Personal Service Contract. The contract must be approved by the Department of Procurement Services (“Procurement”) and comply with applicable procurement laws and procedures. Prior to commencing work, the Personal Service Contractor will sign a certification that he or she is not aware of any Political Reasons or Factors or other Improper Considerations (see attached “Appendix C”) influencing his or her selection.
- (d) Anti-Retaliation. City employees and officials shall not retaliate, punish, or penalize any Personal Service Contractor for cooperating with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor’s Office.
- (e) Non-Political Certifications. Prior to the signing of a Personal Service Contract, any City employees who participated in the selection of the Personal Service Contractor shall sign a certification that no Political Reasons or Factors or other Improper considerations influenced the decision.
- (f) Term. Unless otherwise required for the receipt of federal or state funding, no Personal Service Contractor engagement will be approved for a term of more than one year. No Personal Service Contractor may be used by any Department for any period of time beyond the term approved. If a Department seeks to extend the use of a Personal Service Contractor, the Department must obtain the prior approval of DHR and OBM, in accordance with the procedures outlined above.
- (g) DHR Quarterly Reporting. DHR shall post quarterly reports on Personal Service Contractor retention on its website. These reports shall include, but not be limited to, the following: (1) the name of the Personal Service Contractor; (2) the contracting Department; and (3) the start date and duration of the contract.
- (h) Personal Service Contractor Experience. Present or former Personal Service Contractors who subsequently apply for City employment shall not be given any preference in screening or hiring because of their status as a present or former Personal Service Contractor.

2. Unpaid Volunteers

Any City Department wishing to utilize the services of any unpaid volunteer must contact DHR, and follow the relevant procedures in the Hiring Plan, *prior* to

assigning any work to the volunteer.

**B. Individuals Employed By Organizations and Entities Providing Services for the City**

1. Approval of Temporary Agency Referrals

- (a) Prior Approval. No City Department may utilize the services of an employee of a temporary employment agency (“Temporary Agency Personnel”) without the *prior* written approval of DHR and OBM. The form to be used to submit a request for such approval is attached as “Appendix D.”
- (b) Requirements for Retention. The use of Temporary Agency Personnel will be approved only if:
  - (1) the Temporary Agency Personnel are selected and referred by a temporary employment agency with whom the City has a signed contract which has been approved by Procurement
  - (2) the duration of the engagement is intended to be temporary, and not as a substitute for hiring a regular City employee; e.g., where a Department requires a temporary replacement for an employee on leave of absence, assistance in completing a specific project or temporary backlog of work, or to fill other, similar short-term, temporary staffing needs; and
  - (3) the maximum duration of the engagement is not to exceed the stated claim of immediate need and in no event shall exceed one year.
- (c) Additional Requirements for Work Generally Performed by AFSCME. In addition to all the requirements of this Policy, because the City has a written agreement with AFSCME pertaining to the use of temporary personnel (see attached “Appendix E”), the terms of that agreement must also be followed if the Temporary Agency Personnel is to perform work of the type normally performed by AFSCME-represented employees. Under the agreement, the Department must provide AFSCME with the following information:
  - (1) the job to be performed by the Temporary Agency Personnel;
  - (2) the reason for retaining Temporary Agency Personnel;
  - (3) the date services are to begin, and expected date of termination;
  - (4) the hourly rate of pay; and
  - (5) the name of the temporary employment agency.

This information should be provided to AFSCME by the Department only after the Department has received approval from DHR and OBM, and before the Temporary Agency Personnel begins working. Any questions regarding the agreement should be addressed to the Department of Law's ("DOL") Labor Relations section.

In any case where the Temporary Agency Personnel will be performing work normally performed by City employees represented by any other union, both the Department's labor relations liaison and DOL's Labor Relations section should be consulted to ensure compliance with applicable union agreements.

2. Employees of Not-For-Profit Agencies, For-Profit Contractors and Other Organizations and Entities

- (a) Supervision of Contractor's Employees. No City Department may use any employee of a not-for-profit agency, for-profit contractor or any other organization or entity to work under the City's direct supervision and control. Any direct supervision and control of the employee's work must be provided by supervisory or managerial representatives of the employing organization or entity. However, nothing in this rule prohibits the City from monitoring the services provided by the organization or entity, and generally directing the organization or entity's supervisory and managerial representatives, to ensure compliance with applicable requirements of the City's contract with the organization or entity.
- (b) IGO Hiring Oversight Continuous Review of Proposed Contracts. Prior to offering any contract or other agreement terms to any not-for-profit agency, for-profit contractor or other organization or entity to provide services for the City, the requesting Department shall give IGO Hiring Oversight advance notification of the draft contract or other agreement terms. Such notification shall consist of: (1) the name of the contractor, and (2) a brief description of the services that will be provided. IGO Hiring Oversight may choose to review the draft for the purpose of assessing whether the draft contract or agreement terms are in compliance with this Policy.
- (c) Department Reports. Departments shall annually report to IGO Hiring Oversight the names of all not-for-profit agencies, for-profit contractors or any other organizations or entities providing services for the City on City premises. Such report shall include a brief description of the staffing and services provided and the start date and duration of the contract.
- (d) Temporary City Supervision of Contractor Employees. DHR may, in its discretion, grant an appropriate request by a City Department to utilize the services of an employee of a not-for-profit agency, for-profit contractor or

other organization or entity to temporarily work under the City's direct supervision and control, under the following circumstances:

- (1) the services to be provided require the use of a worker with unique, highly-specialized professional training and/or certification (e.g., medical doctors, nurses, architects, engineers and attorneys);
- (2) the Department is able to demonstrate a compelling operational need for the services;
- (3) due to a shortage of available, qualified applicants, the Department is unable to meet its needs for those services by hiring a City employee;
- (4) the City's exercise of direct supervision and control over the worker is a necessity;
- (5) utilization of such services is otherwise in compliance with this Policy
- (6) each individual who is approved to perform work under this section shall be identified in the quarterly report referenced in Section II.B.6; and
- (7) any approval granted under this section shall be limited to a six month period.

3. City Non-Involvement in Hiring Decisions of Organizations and Entities Performing Services For the City

- (a) City Influence of Contractor Hiring. No City employee or officer, or any agent of the City, may participate in, or attempt to influence, the hiring and assignment decisions of any temporary employment agency, not-for-profit agency, for-profit contractor or other organization or entity either performing, or engaged to perform, services for the City. However, provided no Political Reasons or Factors or other Improper considerations are involved, nothing in this rule shall prohibit (1) the establishment of staffing levels, as well as general screening/hiring criteria and selection standards that the organization's employees must meet in order to satisfy relevant City requirements with respect to the services to be performed; (2) the City's exercise of its right to refuse to accept workers who do not meet such established criteria and standards, or whose work is otherwise inconsistent with the organization or entity's obligations to the City; (3) an individual City employee, officer or agent from providing a written job reference requested by any individual in support of an application for employment with the organization or entity; or (4) the City from

complying with the terms of any applicable collective bargaining agreement with respect to employees who would be laid off as the result of the City contracting work to a temporary employment agency, not-for-profit agency, for-profit contractor, or other organization or entity.

- (b) City Directing Persons for Contractor Hiring/Retention. No City employee or officer, or any agent of the City, may direct an individual to apply for a position, either as an employee or as a subcontractor, with any temporary employment agency, not-for-profit agency, for-profit contractor or other organization or entity either performing, or engaged to perform, services for the City. However, nothing in this rule shall prohibit a City Department from communicating to individuals the availability of any job opportunities with such organizations or entities, provided such communication is not based on Political Reasons or Factors or other Improper considerations.
4. Boilerplate Shakman Language. All contracts and other agreements with Temporary Employment Agencies, not-for-profit agencies, for-profit contractors and other organizations and entities providing services for the City shall include: (1) the essential terms of the engagement; (2) the “Boilerplate Shakman Language” (which is attached as “Appendix B”); and (3) the contractor’s agreement to cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor’s Office related to the contract. The contract must be approved by the Department of Procurement Services (“Procurement”) and comply with applicable procurement laws and procedures.
5. Non-Political Certifications. Prior to the signing of such contracts or agreements, (1) the Commissioner of the contracting department, (2) any other City signatories to the contract or agreement, (3) any City employees with Contract Management Authority over the contract or agreement as defined by the City’s Ethics Ordinance (Chapter 2-156-010(g) of the Chicago Municipal Code) who participated in the selection process, and (4) any other City employees who directly participated in the final decision to select the contractor, agency or other organization shall sign a certification that no Political Reasons or Factors or other Improper considerations influenced the decision. Certifications shall not be required for non-discretionary contracting decisions (for example, low-bid contracts).
6. IGO Hiring Oversight Quarterly Reporting of City Contractor Agreements. IGO Hiring Oversight shall post on its website quarterly reports on contracts and other agreements with Temporary Employment Agencies, not-for-profit agencies, for-profit contractors and other organizations and entities providing services to the City, which shall include, but not be limited to, the following: (1) the name of each contractor, agency, or other organization; (2) the contracting Department; and (3) the start date and duration of such contracts or agreements.



**C. Other Restrictions on City Use of Non-City Employees**

1. Non-City Employees as Supervisors and Hiring Participants. No City Department may utilize the services of any non-City employee to (a) supervise or discipline any City employee; or (b) participate in the decision-making process with respect to the hiring of any City employee.
2. Non-City Employees Holding Out as City Employees. City Departments must ensure that non-City employees do not in any way hold themselves out as employees of the City.

**D. Union Agreements**

In all cases, before utilizing the services of *any* non-City employee to perform work normally performed by City employees represented by a union, the Department's labor relations liaison and DOL's Labor Relations section should be consulted to ensure compliance with applicable union agreements.

**III. Compliance with this Policy**

While IGO Hiring Oversight will periodically review individual City Departments' compliance with the terms of this Policy, it is also the responsibility of every City Department to ensure that it is in continuing compliance with the terms of this Policy. Any questions, or any concerns as to whether a Department is in compliance with this Policy should be addressed to IGO Hiring Oversight.

**APPENDIX A**

*Submit to: Soo Choi, Commissioner, Department of Human Resources*

**REQUEST TO USE PERSONAL SERVICES CONTRACTOR**

Requesting department: \_\_\_\_\_ Date: \_\_\_\_\_

Contact person and phone number: \_\_\_\_\_

**A. Please provide the following information (attach additional sheets if needed):**

1. Name of the personal services contractor.
2. Explain why the contractor's services are necessary.
3. Describe the nature of the work to be performed.
4. Explain how the personal services contractor will function as an independent contractor and not function as employee-like (for guidance, please refer to attached criteria).
5. Number of hours that the personal services contractor is expected to work per week:
6. Project(s) to which the personal services contractor will be assigned:
7. The duration of the assignment(s).
8. Fund #:        Dept. #        Org. #        Approp.:        Object:

**B. Please attach a copy of the contract.**

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

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DHR:  Approved  Not Approved \_\_\_\_\_ Date: \_\_\_\_\_

OBM:  Approved  Not Approved \_\_\_\_\_ Date: \_\_\_\_\_

*If you have any questions, please contact Christopher Owen, First Deputy, Department of Human Resources, at 312-744-8395*

### **INDEPENDENT CONTRACTOR VS EMPLOYEE CRITERIA**

Per the Policy On The Use of Non-City Employees To Perform Services For The City, the City may approve the use of a Personal Service Contractor only if the individual to be retained is a true independent contractor. The determination of what constitutes a true independent contractor depends on the specific circumstances of each case, and no one factor is determinative. However, all of the following criteria will be examined for each request to assess whether the engagement is truly independent contractor-like, and not employee-like:

- 1) The extent to which City employees may exercise direction and control over the work, and how the work will be performed, as opposed to merely monitoring the end product to ensure that it satisfies the requirements of the contract;
- 2) The reasons the contractor is needed;
- 3) The nature of the work to be performed;
- 4) The extent to which the work is highly specialized or requires particular skills or expertise;
- 5) The extent to which the contractor is uniquely skilled or qualified to perform the work;
- 6) The similarity of the work to existing work normally performed by City employees;
- 7) The existence of a prior employment relationship between the contractor and the City: prior position(s) held, period(s) of employment, duration, nature of work performed, and similarity to the services to be performed.
- 8) The similarity of the services to be performed to the services performed by the Contractor for non-City clients or customers as part of the contractor's business or professional practice;
- 9) The extent to which the contractor will be free to continue to provide these services to clients or customers other than the City during the term of the contract;
- 10) The location(s) of the work to be performed;
- 11) The extent to which the City will be providing work space, equipment, materials and staff support for the performance of the work and conversely, the extent to which the contractor will work from her/his own facilities, and provide her/his own equipment, materials and staff support;
- 12) The anticipated duration of the contract, including relationship to the completion of a specific project and length of a specified contract period, if applicable;
- 13) The basis for determining how many hours the contractor will work, and which hours the contractor will work;
- 14) The basis for determining the contractor's pay (e.g. flat fee due on completion of project, hourly rate based on a record of hours worked, or regular installments).

***If you have any questions, please contact Christopher Owen, First Deputy, Department of Human Resources, at 312-744-8395***

## APPENDIX B

### “Boilerplate” Shakman Language

#### (c) SHAKMAN

(i) The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” (the “Shakman Accord”) and the August 16, 2007 “City of Chicago Hiring Plan” (the “City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (“IGO Hiring Oversight”), and also to the head of the relevant City Department utilizing services provided under this Agreement. Consultant will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor’s Office related to the contract.

## APPENDIX C

### Political Reasons or Factors:

1. Recommendations for selection from public office holders (and/or their staffs) or political party officials that are not based on actual knowledge of the recommended person's, organization's, or its affiliates' work skills, work experience, or other job-related qualifications.
2. Recommendations for selection based on the fact that the recommended person or organization or its affiliates were involved or worked in a political campaign or political organization or political party; or the recommended person, organization, or its affiliates chose not to be involved or work in a political campaign, political organization, or political party. The mere fact of such involvement or work does not prohibit consideration of a recommendation related to the person or organization insofar as the basis for that recommendation relates to the person's or organization's relevant work experience.
3. Recommendations for selection based on the fact that the recommended person, organization, or its affiliates contributed money, raised money or provided something else of value to a candidate for public office or a political organization; or the fact that the recommended person, organization, or its affiliates chose not to contribute or raise money for a candidate for public office or a political organization.
4. Recommendations for selection based on the fact that the recommended person, organization, or its affiliates are Democrats or Republicans or members of any other political party or group; or the fact that they are not members.
5. Recommendations for selection based on the fact that the recommended person, organization, or its affiliates expressed views or beliefs on political matters such as what candidates or elected officials they favored or opposed, what public policy issues they favored or opposed, or what views on government actions or failures to act they expressed.

### Improper Considerations:

Considerations constituting preferential treatment which are not job-related.

**APPENDIX D**

*Submit to: Soo Choi, Commissioner, Department of Human Resources*

**REQUEST TO USE TEMPORARY AGENCY PERSONNEL**

Requesting department: \_\_\_\_\_ Date: \_\_\_\_\_

Contact person and phone number: \_\_\_\_\_

**A. Please provide the following information (attach additional sheets if needed):**

1. Name of the temporary agency.
2. Contract number (if available).
3. Explain why the temporary services are necessary.
4. Describe the nature of the work to be performed.
5. Number of hours that the temporary personnel is expected to work per week:
6. Project(s) to which the temporary personnel will be assigned:
7. The duration of the assignment(s).
8. Fund #:        Dept. #        Org. #        Approp.:        Object:

**B. Please attach a copy of the scope of services of the contract.**

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**Department Head:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**DHR:** \_\_\_ Approved \_\_\_ Not Approved \_\_\_\_\_ **Date:** \_\_\_\_\_

**OBM:** \_\_\_ Approved \_\_\_ Not Approved \_\_\_\_\_ **Date:** \_\_\_\_\_

*If you have any questions, please contact Christopher Owen, First Deputy, Department of Human Resources, at 312-744-8395*

APPENDIX E

Grievances:	City of Chicago (Erosion) No. 96 and City of Chicago (Temp. Hires) No. 184; AFSCME No. 87-5-6613
Grievants:	AFSCME Local 2912, 2946
Employer:	City of Chicago
Issues:	Erosion of Bargaining Unit and Temporary Hires

SETTLEMENT AGREEMENT

WHEREAS, THE CITY OF CHICAGO ("the City") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") are parties to a collective bargaining agreement (the "Contract"); and

WHEREAS, pursuant to said Contract AFSCME has filed grievances (the "Grievances") designated as City of Chicago Grievance No. 96, (Erosion) and City of Chicago Grievance No. 184, AFSCME No. 87-5-6613 (Temp. Hires); and

WHEREAS, the parties desire to amicably resolve their differences and to avoid the expenses of arbitration;

THEREFORE, in full and complete resolution of the Grievances and any dispute which has or might arise under their Contract on this issue, the parties agree as follows:

1. The City of Chicago Departments of Aging and Disability and Aviation shall provide AFSCME Council 31 with a list of all temporary employees employed by each respective department performing duties otherwise performed by employees in positions represented by AFSCME on a quarterly basis. In the event AFSCME requests this information from other City departments, the City will comply with such requests. Each such list shall include the following information:

- a. the name of the employing department;
- b. the temporary employees' job title *J.R.O.*
- c. the reason for hiring the temporary employees; *J.R.O.*
- d. the date of the temporary employees' employment; and the expected date of his/her termination; *J.R.O.*
- e. the hourly rate paid by the department for each employee; and
- f. the name of the temporary agency utilized.

2. Temporary employees in any department or agency of the City of Chicago shall be terminated prior to any bargaining unit employees in that department or agency being

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laid-off, provided that the bargaining unit employee subject to lay off has the then-present ability to adequately perform the job being performed by the temporary employee.

The bargaining unit member being laid off shall be offered the temporary position only after exhausting his/her bumping rights. A bargaining unit member shall only be offered a temporary position if he/she has been unable to bump upon layoff. The bargaining unit member who accepts the position will only be retained as long as the temporary person would have been retained. The City shall notify AFSCME at the bumping meetings of such temporary opportunities. AFSCME shall then notify the bargaining unit member of any temporary opportunities. In the situation outlined above, within 5 calendar days of the City's notification to AFSCME of temporary opportunities, the bargaining unit member shall notify the City's Director of Employee Relations of his/her intention to accept any temporary position.

3. If a Department determines that it requires temporary employees and bargaining unit members in that department are on layoff who can adequately perform the job to the satisfaction of the employer, the bargaining unit members will be offered the position prior to any temporary employee. The City shall notify AFSCME of such opportunities. AFSCME shall then notify the bargaining unit member of such temporary opportunities. ~~the situation~~ <sup>the situation</sup> outlined above, within 10 working days of the City's notification to AFSCME of temporary opportunities, the bargaining unit member shall notify the City's Director of Employee Relations of his/her intention to accept any temporary position.

4. In the event that temporary employees are employed and are to be replaced pursuant to paragraphs 2 or 3 above, it is agreed that any temporary employee shall remain on duty until his/her position is actually filled by a bargaining unit employee.

5. In any department or agency of the City of Chicago where temporary employees are performing bargaining unit work continually for more than twelve (12) months, an "employer-determined permanent vacancy" within the meaning of Article 12.6 of the Contract exists. Such position shall either be filled according to the provisions of Article 12.6 or the use of any temporary employee to perform such bargaining unit work shall be terminated, unless otherwise mutually agreed to by the parties.

6. Any bargaining unit member who performs temporary work shall receive the same rate of pay that a temporary employee doing the same work would receive.



7. Any bargaining unit member who performs temporary work shall receive the same benefits he/she was receiving on the latest date he/she was employed by the City as a bargaining unit member.

8. If more than one bargaining unit member applies for a temporary position, the member with the most seniority will receive the position.

9. Any time served by a bargaining unit career service employee as a temporary employee will accrue for seniority purposes.

10. Nothing in this agreement shall be construed as an admission of liability in any manner whatsoever by either party.

11. The settlement of this grievance shall not be construed as a statement by either party as to the validity or invalidity of any claim made within the grievance.

12. AFSCME withdraws grievance numbers 96 and 184, with prejudice.

Rosetta Raylie  
FOR THE UNION

J. Paul  
FOR THE CITY OF CHICAGO

2-23-89  
DATE

2-27-89  
DATE

1/89