

CITY OF CHICAGO HIRING PLAN

Table of Contents

CHAPTER I GOALS AND PRINCIPLES	4
A. Organization of this Hiring Plan	4
B. Definitions.....	5
C. Department of Human Resources	8
D. Office of the Inspector General.....	9
CHAPTER II EMPLOYEE DUTY TO REPORT, TRANSPARENCY OF CITY HIRING, AND GOVERNING RULES	10
A. Employee Duty to Report	10
B. Transparency of City Hiring	10
C. Rules Governing All Hires Made Pursuant to the General Hiring Process	11
CHAPTER III GENERAL HIRING PROCESS –INITIAL STEPS	13
CHAPTER IV GENERAL HIRING PROCESS – NON-INTERVIEWED POSITIONS	15
A. Applicability	15
B. Process	15
CHAPTER V GENERAL HIRING PROCESS – POSITIONS REQUIRING AN INTERVIEW	18
A. Applicability	18
B. Process	18
CHAPTER VI GENERAL HIRING PROCESS – SENIOR MANAGERS	21
A. Applicability	21
B. General Process for Hiring Senior Managers	21
C. Record-keeping.....	23
CHAPTER VII CONDITIONAL OFFERS AT CAREER EVENTS	24
A. Applicability and Principles.....	24
B. General Process.....	24
CHAPTER VIII EXEMPT POSITION HIRING PROCESS.....	25
A. Applicability and Principles.....	25
B. Modifications to the Exempt List	25
C. Process	25
D. Removal	26

E.	Maintenance of Exempt Position Status	26
CHAPTER IX PRIVATE SECRETARIES OR ASSISTANTS AND SECURITY SPECIALISTS		
		27
A.	Applicability and Principles.....	27
B.	Process	27
C.	Removal	27
CHAPTER X VOLUNTEER WORKERS.....		
		28
A.	Applicability	28
B.	General Selection Process.....	28
CHAPTER XI ACTING UP		
		30
A.	General Considerations	30
B.	Exceptions.....	31
CHAPTER XII COMPLIANCE AND GOVERNANCE.....		
		32
A.	Complaints	32
B.	Escalations by Recruiters and Analysts	32
C.	Reviews and Audits of Hiring Data	34
D.	IGO Hiring Oversight Monitoring and IGO Investigation of Hiring Processes	35
E.	Reporting Requirements	35
CHAPTER XIII APPLICABILITY TO OTHER EMPLOYMENT ACTIONS NOT DETAILED IN THIS HIRING PLAN		
		36
A.	Assignments	36
B.	Terminations	36
C.	Layoff Lists.....	36
D.	Reinstatement.....	36
E.	Duty Disability.....	36
F.	Transfers	36
G.	Demotion.....	36
H.	Reclassifications	36
I.	Promotions and Career Progressions	36
J.	Reasonable Accommodations.....	36
K.	Return of Seasonal Employees	36
L.	Approved City Training Programs.....	36

M.	City Affirmative Action Plans	36
N.	Veterans Preference	36
O.	Line of Duty Preference.....	36
P.	Emergency Appointments.....	36
Q.	Settlements, Awards, Judgments, and Decisions.....	36

CHAPTER I GOALS AND PRINCIPLES

The City of Chicago is committed to hiring practices that:

- Base employee selection on a Candidate's knowledge, skills and ability to perform effectively on the job;
- Provide equal employment opportunity to all qualified Applicants;
- Prohibit the entry of Political Reasons or Factors and other Improper considerations into any stage of the selection and hiring processes for Covered Positions;
- Provide the Hiring Authority with maximum lawful discretion in making selection decisions; and
- Create a transparent hiring system that minimizes the ability to manipulate employment decisions.

This Hiring Plan was developed by the City of Chicago as required under section I.F. of the Settlement Order and Accord in case number 69 C. 2145 captioned *Shakman et. al. v. City of Chicago, et. al.*, before Judge Wayne R. Andersen in the United States District Court for the Northern District of Illinois ("the Accord").

This Hiring Plan sets forth the general principles which will govern hiring in the City of Chicago (the "City"). The principles presented here apply equally to Candidates who are external or internal job Applicants and Candidates for promotion.

Violations of this Hiring Plan may result in disciplinary action, up to and including discharge and ineligibility for future hire.

A. Organization of this Hiring Plan

This Hiring Plan sets out the principles and procedures for all City Hiring, with the exception of sworn and uniformed titles in the Chicago Police and Fire Departments, the Department of Law, and the Inspector General's Office. The Department of Law's and the Inspector General's Office's hiring plans are attached as Exhibits A and B, respectively. The Chicago Police and Fire Department's hiring plans for sworn and uniformed titles will be submitted to the Court. All hiring of City employees in non-excepted departments and non-sworn and non-uniformed titles in the Chicago Police and Fire Departments shall be done pursuant to the General Hiring Process except for hiring for Exempt Positions, which are covered by Chapter VIII, and hirings effected through Other Employment Actions, which are covered by Chapter XIII.

Additionally, the City has created a separate policy governing the use of contractors and other non-City employees ("Use of Non-City Employees to Perform Services for the City"), which is attached as Exhibit C and will be made publicly available as detailed in Chapter II of this Hiring Plan.

This Hiring Plan is not an exhaustive document and cannot contemplate every variation that could occur in hiring. This Hiring Plan is intended to provide a framework for City hiring that

will survive changes in collective bargaining agreements, technology, management practice and law. The principles of this Hiring Plan should be construed broadly.

The City may modify this Hiring Plan so long as the modifications are not contrary to applicable law. Prior to the effective date of any modification of this Hiring Plan, the Commissioner of the Department of Human Resources (“DHR”) shall give thirty (30) days’ public notice in one or more newspapers of general circulation. Such public notice shall include information concerning where the rules can be reviewed and where comments may be directed. The City will also post on its publicly available internet site any modifications to this Hiring Plan.

In addition, prior to sunset of the Accord, thirty (30) days’ advance written notice of any modifications of this Hiring Plan shall be given to the *Shakman* Plaintiffs and the court appointed Monitor. The *Shakman* Plaintiffs and the Monitor may comment on the modifications and make written objections. Impasses shall be resolved as provided in Section II.D. of the Accord.

B. Definitions

Acting Up – Acting Up is where an employee is directed to, and does perform, or is held accountable for, substantially all of the responsibilities of a higher-graded, covered Class.

Applicant – An Applicant is an individual who completes an application for a specific open City Position.

Application – An Application is an electronic or paper document that is completed by a prospective Applicant or Bidder to apply for an open Position. The Application contains information about the prospective Applicant or Bidder, such as his or her education, previous employment history, and other relevant information to be considered for employment with the City.

Bid Announcement – A Bid Announcement is posted on the Recruiting Management System (“RMS”) and according to applicable Collective Bargaining Agreement (“CBA”) terms, gives notice of an open Position for which CBA-covered employees can exercise their bidding rights. A Bid Announcement shall include the job duties and predefined minimum qualifications from the Class Specification, predefined screening criteria, and predefined minimum testing score when applicable, whether or not an interview and/or test will be conducted, and any other relevant information.

Bidder – A Bidder is an individual who is covered by a CBA and exercises his or her contractual right to bid when applying for a specific open City Position.

Candidate – A Candidate is an Applicant or Bidder who meets the minimum qualifications of the job for which he or she applied and is eligible to be referred.

Career Event – A Career Event is an assembly of job seekers and prospective employers, such as job fairs and conferences.

Class of Positions – A Class of Positions is a category of Position(s), each of which is sufficiently similar in respect to duties and responsibilities such that the same word(s) may be used to designate each Position in the group, the same salary range may be equitably applied, the same qualifications required, and the same examination used to select qualified employees. A Class of Positions is equivalent to a job title.

Class Specifications – Class Specifications are descriptions of the duties and responsibilities of a Class of Positions that distinguish one Class from another. They are, in effect, the general descriptions utilized to determine the proper level to which a Position should be assigned, and they include the general job duties and minimum qualifications of the Position. Class Specifications shall include sufficient detail so as to accurately reflect the job duties

Conditional Offer – A Conditional Offer refers to an offer of employment that is contingent upon satisfying the requirements of Chapter VII of this Hiring Plan.

Consensus Meeting – A Consensus Meeting is a discussion that is led by the Recruiter held at the conclusion of the interview process. During the Consensus Meeting, the interviewers and the Hiring Manager review their respective interview results and any other relevant information to arrive at a hiring recommendation.

Covered Position – A Covered Position is any City Position other than an Exempt Position as listed on the Exempt List, which will be submitted to the Court.

Eligible Candidates – An Eligible Candidate is a Candidate who has successfully completed the requirements for a Non-Interview Position and thus eligible for hire.

Escalation Procedure – The Escalation Procedure is a process that requires a DHR Recruiter or Analyst involved in a hiring process who has reason to believe that any individual involved in a hiring sequence may have committed a violation of this Hiring Plan or may have allowed Political Reasons or Factors or other Improper considerations to influence the hiring process to suspend the process and immediately notify IGO Hiring Oversight and the DHR Commissioner for further review and action.

Exempt Position – An Exempt Position is a City Position that is excepted from the requirements governing Covered Positions and is listed on the Exempt List, which will be submitted to the Court.

Hiring Authority – The Hiring Authority is the individual who has the ultimate responsibility and authority for the hiring of a Candidate. This role will typically be held by a Department Head.

Hire Certification – The Hire Certification is a form filled out by (1) selected Candidates and (2) all City employees involved in any hiring process, other than for Exempt Positions. This form shall certify under penalty of perjury, that no Political Reasons or Factors or other Improper considerations were considered in the action taken. DHR, with notice to IGO Hiring Oversight, may modify the form from time to time.

Hiring Criteria – The Hiring Criteria are factors which elicit job-related knowledge, skills and abilities, identified in the Intake Meeting, that are used to evaluate Candidates to determine which Candidates will be offered the Position.

Hiring Manager – The Hiring Manager is responsible for managing the selection process for Positions requiring an interview. This individual will typically be the manager to whom the new hire will report, but may be a higher level manager in the department reporting structure.

Improper – Improper describes a consideration constituting preferential treatment which is not job related.

Intake Meeting – An Intake Meeting is a meeting where DHR shall work with the hiring department to establish Screening and Hiring Criteria for the Position and create a Notice of Job Opportunity or Bid Announcement (for those Positions covered by a CBA).

Notice of Job Opportunity – The Notice of Job Opportunity, which is posted on the RMS, shall include the Position's job duties and minimum qualifications from the Class Specification, the predefined screening criteria, the predefined minimum testing score when applicable, whether or not an interview and/or test will be conducted, whether or not the Position will be filled through random selection, and any other relevant information.

Other Employment Action – An Other Employment Action is any change in the terms and conditions of employment in addition to those detailed in this Hiring Plan and includes, but is not limited to: hiring, firing, promotion, demotion, lay-off, reinstatement, reemployment, transfer, reclassification, granting overtime, assignment, withholding of any job benefit and imposition of any employment sanction or detriment.

Political Reasons or Factors – Where this Hiring Plan refers to Political Reasons or Factors this shall include:

1. Recommendations for hiring, promotion or any other employment term for specific persons from public office holders (and/or their staffs) or political party officials that are not based on actual knowledge of the person's work skills, work experience or other job-related qualifications.
2. Recommendations for hiring, promotion or any other employment term based on the fact that the person worked in a political campaign or belongs to a political organization or political party; or the fact that the person chose not to work in a political campaign or to belong to a political organization or a political party. The mere fact that a person worked for a political campaign for elective office does not prohibit consideration of a recommendation related to that person insofar as the basis for that recommendation relates to the person's relevant work experience.
3. Recommendations for hiring, promotion or any other employment term based on the fact that the person 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 person chose not to contribute or raise money for a candidate for public office or a political organization.

4. Recommendations for hiring, promotion or any other employment term based on the fact that a person is a Democrat or a Republican or a member of any other political party or group; or the fact that the Applicant is not a member.

5. Recommendations for hiring, promotion or any other employment term based on the fact that the person expressed views or beliefs on political matters such as what candidates or elected officials he or she favored or opposed, what public policy issues he or she favored or opposed, or what views on government actions or failures to act he or she expressed.

Position – A Position is a job to be performed by the full or part time employment of one individual. A Position exists whether it is filled or unfilled.

Pre-Qualified Candidate – A Pre-Qualified Candidate is an Applicant who meets the minimum qualifications and Hiring Criteria, is found to be suitable for the Position, and would have been hired as the result of a hiring sequence but for the lack of a vacancy.

Promotion – A Promotion is the appointment of a current City employee to a higher paid and/or graded Position than their current Position.

Recruiting Management System (“RMS”) – The RMS is an electronic system that selects or sorts Applicant data according to designated criteria and otherwise processes and presents information for the hiring process.

Requisition Form – A Requisition Form is an electronic document requesting approval to hire for a particular Position which describes relevant information about the Position including minimum qualifications, Screening and Hiring Criteria.

Screening Criteria – Screening Criteria are factors that a hiring department may use to screen minimally qualified Candidates to determine which Candidates will be further considered. They consist of the preferred qualifications and are identified in the Intake Meeting.

C. Department of Human Resources

This Hiring Plan depends on a robust DHR which shall act as the gatekeeper to the City’s processes governing actions covered by this Hiring Plan and Other Employment Actions. Although the responsibility for hiring decisions rests with the hiring department, DHR’s Employment Services Division (“Employment Services”) shall be responsible for facilitating City hiring. In addition, DHR, in conjunction with outside consultants, as needed, shall periodically analyze existing Classes to determine minimum qualifications, testing requirements, and appropriateness of Class Specifications.

The DHR Commissioner has the authority to act on recommendations made by IGO Hiring Oversight or on his or her own initiative to impose remedial actions as they relate to a hiring sequence, which can include, but are not limited to the following: suspending a hiring sequence, terminating the hiring sequence and/or ordering that the hiring sequence be restarted. Also, DHR Recruiters and Analysts have the authority to suspend a requisition at any point in the hiring process pursuant to the Escalation procedures detailed in Chapter XII.

In implementing this Hiring Plan, the City shall also ensure that all Applicants have equal employment opportunities and shall use all resources at its disposal to fulfill its commitment to diversity as an equal employment opportunity employer. In furtherance of this goal, DHR shall file quarterly reports with the City Council Committee on Budget and Government Operations identifying the race, ethnicity and gender of the City's hires during the quarter and the current workforce. Nothing in this paragraph authorizes deviations from the provisions of this Hiring Plan.

D. Office of the Inspector General

The City's Office of the Inspector General ("IGO") shall be responsible for overseeing, monitoring, and auditing City hiring. The IGO has established a Hiring Oversight Section ("IGO Hiring Oversight") which shall oversee this Hiring Plan's Compliance and Governance system as outlined in Chapter XII.

CHAPTER II EMPLOYEE DUTY TO REPORT, TRANSPARENCY OF CITY HIRING, AND GOVERNING RULES

A. Employee Duty to Report

Any City employee who knows or should know that a Hiring Manager, Hiring Authority, or other City employee may have allowed Political Reasons or Factors or other Improper considerations to influence any term or aspect of employment shall report the incident to IGO Hiring Oversight directly and without delay. Any employee who knowingly fails to report such a potential violation to IGO Hiring Oversight may be subjected to discipline, up to and including termination.

B. Transparency of City Hiring

1. DHR

In order to promote transparency, DHR shall post quarterly reports on the City's website detailing: (1) the total number of hires/promotions for all Covered Positions; (2) the department where the hire(s) occurred; and (3) the ward where the hired/promoted employee(s) reside(s).

DHR shall also post the following information on the City's publicly available website for the public to review:

- a. The Class Specification for each Class, including the minimum qualifications.
- b. A list of all Classes for which interviews are not required prior to hire.
- c. A list of all Classes for which interviews are required prior to hire.
- d. A list of all Classes for which testing is required prior to hire.
- e. A list of all Classes that may be filled using the Senior Manager Hiring Process.
- f. A list of all Classes that may be filled using the Exempt Position Hiring Process.
- g. All of the City's policies governing actions covered by this Hiring Plan and Other Employment Actions.

This information shall be updated on a quarterly basis.

2. IGO Hiring Oversight

IGO Hiring Oversight shall post the following on its website, which shall be linked to the City's website, and will be made available for the public to review:

- a. Quarterly reports as detailed in Chapter XII.
- b. The Use of Non-City Employees to Perform Services for the City Policy.
- c. The Acting Up Policy.

C. Rules Governing All Hires Made Pursuant to the General Hiring Process

1. Contacts by Hiring Departments. Hiring departments shall not contact DHR to lobby for or advocate on behalf of actual or potential Applicants or Bidders for Covered Positions, nor may hiring departments request that specific individuals be added to any referral or eligibility list except as permitted in this Hiring Plan. Hiring departments may contact DHR to inquire about the status of selected Candidates. Any DHR employee receiving a contact violating this section shall report it to the DHR Commissioner and IGO Hiring Oversight within forty-eight (48) hours.
2. Non-Political and Impartial Actions. For actions covered under this Hiring Plan and Other Employment Actions concerning all Covered Positions, Political Reasons or Factors or other considerations otherwise prohibited by law or the City's Personnel Rules may not be considered. No CBA or other agreement shall provide otherwise.
3. Recommendations from Elected and Appointed Officials. Nothing in this Hiring Plan shall limit the right of any citizen, including elected officials, to make recommendations not based on Political Reasons or Factors or other Improper considerations to personnel involved in making employment decisions on behalf of the City. In the case of hiring for Covered Positions, recommendations from public office holders or political party officials that are based on their personal knowledge of the person's work experience, skill or other job-related qualifications are permitted and may be considered, to the extent that the department considers any recommendations for a particular Position.
4. Reporting of Contacts by Elected and Appointed Officials. All contacts, whether in person, in writing, by telephone, by facsimile, by e-mail, or any other means from any elected or appointed official of any political party or any agent acting on behalf of an elected or appointed official, political party, or political organization, attempting to affect any hiring for any Covered Position or Other Employment Actions shall be reported to IGO Hiring Oversight within 48 hours. IGO Hiring Oversight shall maintain a file documenting all such contacts.
5. Internal Candidates Attendance and Disciplinary Policy. The City shall require internal Candidates to meet certain attendance and disciplinary criteria at the time of selection, to the extent such a requirement does not violate the terms of any applicable CBA. The City must apply any such attendance and disciplinary criteria uniformly. The City shall post its attendance and disciplinary policy on the City's website. The City may modify such attendance and disciplinary criteria as necessary as long as such criteria are applied uniformly and are posted on the City's website. If an internal Candidate is passed over for selection based solely on the application of the attendance and disciplinary criteria

referred to above, such Candidate shall remain in the Pre-Qualified pool, and may be considered for later vacancies if the Candidate then meets the attendance and disciplinary criteria.

6. Internal Candidate Performance Evaluations as Part of Hiring Criteria. Written performance evaluations of internal Candidates shall be used as part of the Hiring Criteria to the extent required by the terms of any CBA, and also in all cases where all internal Applicants/Bidders in the hiring sequence have been subject to a uniform performance evaluation system.
7. Consistency of Interviewers. The same individuals should interview all Candidates for any interview Position, including Senior Manager Positions. If an interviewer must change during the hiring process, the hiring department must provide advance notification to DHR, which shall forward the information to IGO Hiring Oversight.
8. Advance Notice of Hiring Activity to IGO Hiring Oversight. To facilitate IGO Hiring Oversight's monitoring of hiring processes, hiring departments shall provide the scheduled time and locations of Intake Meetings, tests, non-Senior Manager interviews, and Consensus Meetings to IGO Hiring Oversight at least seven (7) business days in advance of the activity. Hiring departments shall provide IGO Hiring Oversight four (4) days' notice for all Senior Manager intake meetings and interviews.
9. Notifications to the Monitor. Until termination of the Accord, IGO Hiring Oversight shall promptly forward all notifications and other information it receives pursuant to this Hiring Plan to the *Shakman* Monitor.

CHAPTER III GENERAL HIRING PROCESS – INITIAL STEPS

The initial steps in the hiring process detailed in this chapter apply to *all* hires made pursuant to the General Hiring Process. Once these steps have been completed, the hiring process will differ, depending on the Position being filled.

The subsequent three chapters, which lay out the rest of the General Hiring Process, are organized as follows: (1) Positions for which an interview is not required prior to hire (Chapter IV); (2) Positions requiring an interview (Chapter V); and (3) Positions designated Senior Managers (Chapter VI).

INITIAL STEPS IN THE GENERAL HIRING PROCESS

1. Requesting approval to start the Hiring Process. The hiring department shall submit a request to the City's Office of Budget and Management ("OBM") identifying the Position and the number of vacancies to be filled. A Requisition Form for the Position shall be submitted to DHR.
2. Intake Meeting. DHR and the hiring department shall review any previously used Screening and Hiring Criteria for the Position and work together to create a Notice of Job Opportunity or Bid Announcement (for those Positions covered by a CBA) which shall include the Position's predefined Class Specification, predefined minimum qualifications, Hiring Criteria, predefined minimum testing score when applicable and interview requirements, whether or not an interview will be conducted, whether or not the Position will be filled through random selection, and any other relevant information. If there are no preexisting Screening or Hiring Criteria, or if the hiring department wishes to modify the existing Screening or Hiring Criteria, the Recruiter or Analyst will work with the hiring department to create or modify them (unless, in the case of no preexisting Screening Criteria, the hiring department chooses not to use them). In addition, the Recruiter/Analyst will determine whether a classification review is needed. Any changes to the minimum qualifications or Class Specification shall promptly be sent to IGO Hiring Oversight before posting, and any changes to Screening and Hiring Criteria, including the justifications, shall be documented in the hiring file.
3. Posting the Notice of Job Opportunity/Bid Announcement. All Positions filled through the General Hiring Process require the Position be posted, except in cases where a Position will be filled from a list of Pre-Qualified Candidates as described in this Hiring Plan. DHR shall post the Notice of Job Opportunity or Bid Announcement for at least fourteen (14) business days, or at least seven (7) business days for Senior Manager Positions, on the City's publicly available internet job site and any other sites where the City chooses to post such Notice of Job Opportunity or as required by the terms of a CBA.

4. Notices of Openings. For all Covered Positions, DHR shall post and advertise open Positions in a manner designed to maximize the pool of Applicants.
5. Applications. Interested Applicants and/or Bidders shall submit their Applications and/or bids for the Position electronically to the RMS within the applicable period listed in the Notice of Job Opportunity or Bid Announcement. Applications shall remain active for twelve (12) months from the expiration date of the posting, unless (1) otherwise required by the terms of a CBA or (2) if the Position is re-posted.
6. Notice of Meeting Minimum Qualifications. Once an Application or bid is submitted electronically, the Applicant or Bidder shall receive prompt electronic notification of whether or not he or she meets the minimum qualifications based on their self-assessment for the Position for which he or she applied or bid.

From this point forward, the General Hiring Process will differ based upon whether the Position requires an interview and whether the Position is a Senior Manager.

CHAPTER IV GENERAL HIRING PROCESS – NON-INTERVIEWED POSITIONS

A. Applicability

DHR has identified Positions for which interviews are not required prior to hire. Instead, an Applicant may be required to pass a test in order to be eligible for hire, or the Position may be filled by random selection.

B. Process

1. Minimum Qualification Screening and Certification. DHR will verify that Applicants/Bidders meet the predetermined minimum qualifications for the Position. If there are no additional criteria, a list of minimally qualified Candidates shall be created in random order by DHR, unless otherwise required by the applicable terms of a CBA. If additional criteria are applied, DHR shall include Candidates on the list of Candidates to be tested or selected based on the Candidates' match to the additional criteria, unless otherwise required by the applicable terms of a CBA.
2. Testing. If testing is to be done for the Position, DHR shall determine the number of Candidates that shall proceed to the testing phase based on providing a good range of choice for the selecting party and the number of vacancies to be filled. DHR shall work with the hiring department to schedule testing of those Candidates in the order they appear on the list described in Paragraph 1 above, unless otherwise required by the applicable terms of a CBA.
3. Determination of Eligible Candidates. If the test is a pass/fail test, DHR shall remove those Candidates who have not passed the test from the list described in paragraph 1 above. Those Candidates remaining on the list shall be Eligible Candidates.
4. Offers to Eligible Candidates Taking Pass/Fail Tests. As Positions using a pass/fail test become available for hire, offers of employment shall be made to the Eligible Candidates in the order they appear on the random list described in paragraph 3 above, unless otherwise required by the terms of a CBA.
5. Ranking Results Lists from Rank-Ordered Tests. For Positions using a rank-ordered test, DHR shall prepare a list in descending rank order of Eligible Candidates.
6. Offers to Ranked Candidates. As Positions using a rank-ordered test become available for hire, offers of employment shall be made to Eligible Candidates in the order in which they appear on the rank-ordered list described in paragraph 5 above, unless otherwise required by the terms of a CBA.
7. Test Scores Availability and Useful Life; Retesting. Test scores shall be made available to individual Candidates when a final eligibility list is completed. Test scores shall be valid during the time an application remains active. (Candidates may only test

one time during a twelve (12) month period for a Position, unless otherwise required by the terms of a CBA. This limitation does not apply to skills assessments.)

8. Pre-Qualified Candidates as Eligible Candidates for Limited Vacancies. DHR shall place Eligible Candidates who were not selected for employment due solely to limited vacancies available at the time on a list of Pre-Qualified Candidates in the order they appeared on the list of Eligible Candidates created above. The Pre-Qualified Candidates shall remain on the Pre-Qualified list as long as their applications have not been withdrawn but not to exceed twelve (12) months from the date of the application, unless otherwise required by the terms of a CBA. However, a Pre-Qualified Candidate list shall be retired and thus considered inactive when a new eligible list for the same Position is created as described above.
9. Priority for Pre-Qualified Applicants/Bidders. If a department chooses to use an active Pre-Qualified Candidate list for a particular vacancy, the Position shall not be reposted, and the Pre-Qualified Candidates will be hired in order of their respective rankings on a ranked list while their applications remain active, subject to the terms of a CBA.
10. Extension of Pre-Qualified Candidate List. The DHR Commissioner may extend a Pre-Qualified Candidate list for one additional twelve (12) month period, unless otherwise required by the terms of a CBA, and will prepare in writing a justification for the extension that shall be sent to IGO Hiring Oversight.
11. Hire Certification Forms. Every person who participated in the selection process shall execute a Hire Certification form. The successful Candidate(s) shall also execute a Hire Certification form.
12. Predetermined Testing Requirements. Pre-determined minimum testing requirements shall be developed for all non-interviewed Positions to be tested. DHR shall design, select or approve tests created by vendors and shall be responsible for ensuring that such tests are fairly administered and scored.
13. Test Proctoring and Certification. A DHR Testing Administrator shall proctor as many tests as possible, prioritizing the proctoring of tests for Positions regarding which complaints have arisen. A DHR Testing Administrator who proctors the tests shall certify that the testing process has been followed. In the event proctoring and certification by a DHR Testing Administrator is not possible, the hiring department shall designate a proctor and such individual shall serve as a substitute and have the same responsibilities and obligations as the DHR Testing Administrator.
14. Willing and Able. When a Position's minimum qualifications only require an interested Applicant to be willing and able to perform the duties of the Position, DHR shall refer all Applicants who successfully applied in random order. Candidates must complete a Willing and Able Questionnaire developed by the hiring department and DHR. In order

to be offered the Position, Candidates must answer all questions in the affirmative on the Willing and Able Questionnaire.

CHAPTER V
GENERAL HIRING PROCESS – POSITIONS REQUIRING AN INTERVIEW

A. Applicability

DHR has identified Positions for which interviews are required prior to hire. Candidates may also be required to take and pass a test as part of the selection process. DHR may modify the list and shall provide prompt notification to IGO Hiring Oversight of any modifications.

For Positions that require an interview prior to hire, the following steps shall be undertaken:

B. Process

1. Certification of Minimum Qualifications. DHR will verify that Applicants/Bidders meet the predetermined minimum qualifications for the Position. If there are no additional criteria, a list of minimally qualified Candidates shall be created in random order by DHR, unless otherwise required by the applicable terms of a CBA.
2. Screening for non-tested Positions. For interviewed Positions not requiring testing prior to hire, DHR shall include Candidates on the interview list based on the Candidates' relative match to Screening Criteria, unless otherwise required by the terms of a CBA, or unless the list of all minimally qualified Candidates has been created in random order by DHR as described in paragraph 1 above. The hiring department shall offer interviews to Candidates in the order they appear on the interview list and shall notify DHR and IGO Hiring Oversight of the interview schedule no later than seven (7) days before the interviews begin.
3. Testing. If the Position requires a test and an interview, DHR shall determine the number of Candidates that shall proceed to the testing phase based on providing a good range of choice for the selecting party and the number of vacancies to be filled. DHR shall work with the hiring department to schedule testing of those Candidates in the order they appear on the list described in paragraphs 1 or 2 above, unless otherwise required by the terms of a CBA.
4. Screening for tested Positions. For interviewed Positions requiring testing prior to hire, DHR shall include Candidates on the list of Candidates to be tested based on their match to the Screening Criteria. DHR shall then create an interview list of everyone who passed the test in the case of pass/fail tests or, in the case of ranked order tests, of everyone who meets a predefined minimum threshold score, unless otherwise required by the terms of a CBA. The hiring department shall offer interviews to Candidates in the order they appear on the interview list and shall notify DHR and IGO Hiring Oversight of the interview schedule no later than seven (7) days before the interviews begin.

5. Interview Questions. Interview questions shall be developed by DHR and the hiring department from job-specific content related to the Hiring Criteria for the vacant Position. Interviews shall be designed to assess the Candidates' match to the Hiring Criteria.
6. Conduct of Interviews. Candidates for the same Position shall be asked the same core interview questions. Follow-up questions are permitted so long as they relate to previous questions asked to draw out more detailed information from the Candidate.
7. Interview Training. Interviewers shall be trained by DHR on proper interviewing procedures prior to conducting interviews.
8. Interviewers; Evaluations. At least two City employees from the hiring department who are familiar with the Position's requirements shall interview each Candidate. Each interviewer shall independently and personally complete an evaluation form for the Candidate at the conclusion of the interview. There shall be no discussion between the interviewers regarding the Candidates until the Consensus Meeting.
9. Interview Notes. Interview notes shall be recorded on each interviewer's evaluation form (and attached pages if necessary) and preserved and provided to DHR at the conclusion of the interviews.
10. Interviewer Recommendations and Documentation. Immediately following the interview, each interviewer shall independently and personally identify on the evaluation form whether or not the Candidate shall be subject to further consideration in the hiring process. Each interviewer shall provide all documentation from the interview to DHR. Interview evaluation forms shall not be altered or revised once completed. However, omissions or errors of a clerical nature which are not substantive may be corrected with written justification from the interviewer.
11. Consensus Meetings; Selection; Creation of Pre Qualified Candidate List. After the interviews for the vacancy are completed, the selection process for interviewed Positions shall be based on a Consensus Meeting led by a DHR Recruiter and attended by all interviewers, along with the Hiring Manager for the Position. The participants in the Consensus Meeting shall make a selection decision at the meeting and shall create a ranked list of those interviewed Candidates (i) who are determined to be suitable for the vacancy and (ii) who would have been selected but for the lack of a vacancy (Pre-Qualified Candidate list). If no selection consensus can be reached, the Hiring Manager shall make the final selection decision and shall provide written rationale for the selection decision for review and approval by the DHR Commissioner before extending an offer of employment. The DHR Recruiter facilitating the hiring process shall take detailed notes of the discussion at the meeting which shall be added to the Hire Packet. If the interviewers decide that more information is needed before they can make a successful decision, they may choose to conduct second interviews with all or some of the Candidates who were interviewed in

the first round. The second round of interviews shall proceed per the requirements of this Chapter.

12. DHR Monitoring of Selection Process; Records. The DHR Recruiter shall ensure that the selection is based on the Hiring Criteria, the interviewers' evaluation forms, test results, the applicable terms of a CBA, if any, and other relevant factors and not on any Political Reasons or Factors or other Improper considerations. The DHR Recruiter shall maintain the notes of Consensus Meeting discussions and decisions in accordance with the record keeping requirements of the Local Records Act.
13. Pre-Qualified Candidates as Eligible Candidates. The Pre-Qualified Candidates shall remain on the Pre-Qualified list created under Paragraph 11 above as long as their applications have not been withdrawn but not to exceed twelve (12) months from the date of the application, unless otherwise required by the terms of a CBA. However, a Pre-Qualified Candidate list shall be retired and thus considered inactive when a new eligible list for the same Position is created as described above.
14. Priority for Pre-Qualified Candidates. If a hiring department chooses to utilize an active Pre-Qualified Candidate list, the Position will not be reposted, and the Pre-Qualified Candidates will be hired in order of their respective ranking on the list while their applications remain active, subject to the terms of a CBA.
15. Extension of Pre-Qualified Candidate Lists. The DHR Commissioner may extend a Pre-Qualified Candidate list for one additional twelve (12) month period, unless otherwise required by the terms of a CBA and will prepare in writing a justification for the extension that shall be sent to IGO Hiring Oversight.
16. Hire Certification Forms. Every person who participated in the selection process shall execute a Hire Certification form. The successful Candidate(s) shall also execute a Hire Certification form.

CHAPTER VI GENERAL HIRING PROCESS – SENIOR MANAGERS

A. Applicability

1. Senior Managers Definition. Senior Manager Classes are (1) not covered by a CBA; (2) not career service Positions (i.e. they are employees-at-will); (3) not Exempt; and (4) involve significant managerial responsibilities.
2. Class Specifications and Minimum Qualifications. Senior Manager Positions must have Class Specifications, which will include minimum qualifications, on file with DHR.
3. Senior Manager List Maintenance. DHR shall maintain a list of Classes where use of the process detailed in this chapter is allowed. DHR must review the list annually to ensure that the selected Classes are appropriate for use with this process. The Senior Manager List shall specify the identifying code for each Senior Manager Class and in which department each Senior Manager Position is located.
4. Senior Manager List Modifications. Modifications to the Senior Manager List shall be made by the DHR Commissioner, who shall provide fourteen (14) days' prior written notification to the affected department and IGO Hiring Oversight. Where a Class does not meet the requirements listed above, that Class must be hired using the procedures detailed in Chapter IV or V *supra*.

B. General Process for Hiring Senior Managers

1. Certification of Minimum Qualifications. DHR will verify that all Applicants meet the predetermined minimum qualifications for the Position.
2. Referral of Minimally Qualified Applicants. DHR shall refer all Applicants who meet the predefined minimum qualifications for the Position to the hiring department. The hiring department may forward an application to DHR, and if DHR determines such Applicant meets the minimum qualifications for the Position, DHR shall add the Candidate to the list.
3. Option for DHR Screening of Applicants. The hiring department may elect to have applications screened by DHR. If DHR screens Candidates, DHR shall refer Candidates to the hiring department based on the Candidates' relative match to the Screening Criteria if any exist. If Screening Criteria do not exist, the hiring department may elect to work with DHR to create them for the purpose of utilizing this option.
4. Interview Selection. The hiring department shall review the submissions and may schedule and conduct interviews for the Position for those Candidates, if any, who, in the sole discretion of the hiring department, should be interviewed. The hiring department

shall forward DHR and IGO Hiring Oversight a list of those Candidates who will be offered an interview at least four (4) days before the first interview. The hiring department may begin interviewing such Candidates upon receipt of the Candidates' documents from DHR and need not wait for the expiration of the applicable advertising period before initiating interviews.

5. Rejection of All Referrals by Hiring Department. The hiring department may reject all Candidates forwarded by DHR with or without conducting interviews. The hiring department must submit a justification for the decision to reject all Candidates to the DHR Commissioner, who shall promptly provide the justification to IGO Hiring Oversight. If all Candidates are rejected by the hiring department, DHR shall purge the applications and post the Notice of Job Opportunity again.
6. Interviews; Number of Candidates. Subject to the presence of enough Candidates meeting the minimum qualifications, the hiring department shall interview at least one more Candidate than open Positions for three or fewer openings, two more Candidates than open Positions for four or five openings and three more Candidates than open Positions for greater than five openings.
7. Interviews; Number of Interviewers. Every Candidate selected for an interview must be interviewed by at least two interviewers who are familiar with the Position's requirements. Candidates for the same Position shall be asked the same core interview questions. Follow-up questions are permitted as long as they relate to previous questions asked to draw out more detailed information from the Candidate. If necessary, a second round of interviews may be conducted by different interviewers.
8. Assessment Forms. Each interviewer shall independently and personally complete an assessment form for the Candidate immediately following the interview. Interview evaluation forms shall not be altered or revised once completed. However, omissions or errors of a clerical nature which are not substantive may be the subject of a supplement to the original assessment forms with written justification from the interviewer.
9. Selection. The Hiring Manager shall collect the assessment forms and documents submitted by the Candidates and forward the materials to the Department Head, who shall make a selection. The Department Head may solicit the recommendations of the Hiring Manager if desired. The Department Head may choose to reject all of the Candidates submitted for consideration pursuant to paragraph 5 above.
10. Interview by Department Head. Prior to extending an offer of employment, the Department Head of the hiring department may (if he or she has not done so already) interview the selected Candidate.
11. Reasons for Hire Letter. Prior to extending an offer of employment, the Department Head of the hiring department shall review all of the evaluation forms prepared by the interviewers of the Candidate whose hire is being recommended, prepare in writing the reasons for selecting the successful Candidate ("Reasons for Hire"), and shall complete and sign the Hire Certification form. In addition to explaining the rationale for selecting

a Candidate, the justification letter shall detail how the selected Candidate's experience meets the Screening and Hiring Criteria for the Position.

12. Hire Certification Forms. Every person who participated in the selection process shall create a Hire Certification form for each Candidate. The successful Candidate(s) shall also execute a Hire Certification form.

C. Record-keeping

The name, Position, and department of each Senior Manager hire shall be posted on the City's publicly available website within fourteen (14) days of the hire date and remain posted for a period of three (3) years from the date of hire.

CHAPTER VII

CONDITIONAL OFFERS OF EMPLOYMENT AT CAREER EVENTS

A. Applicability and Principles

In very limited circumstances, and only with the prior approval of DHR, departments may use Career Events to make Conditional Offers of employment for a Covered Position. DHR will determine whether a Class is appropriate to be filled pursuant to this chapter, and such Classes shall be limited to those that have historically had a small pool of Candidates and have been difficult to fill through traditional means.

B. General Process

If a hiring department wishes to use a career event to potentially make a Conditional Offer of employment, it must receive DHR approval at least one month prior to the Career Event.

Every City employee who participates in a Career Event that results in a Conditional Offer shall complete a Hire Certification form. Any Candidate(s) extended a Conditional Offer shall also execute a Hire Certification form.

Within 48 hours of the Career Event, the hiring department will forward all materials relating to the Conditional Offer to the DHR Commissioner, who will immediately provide notification to IGO Hiring Oversight. The DHR Commissioner must approve the Conditional Offer for the selected Candidate to be hired. If the DHR Commissioner does not approve the Conditional Offer, the department will rescind it.

CHAPTER VIII EXEMPT POSITION HIRING PROCESS

A. Applicability and Principles

Exempt Positions are those where any factor may be considered in actions covered by this Hiring Plan and Other Employment Actions, unless otherwise prohibited by law, and are listed on the Exempt List, which will be submitted to the Court.

B. Modifications to the Exempt List

DHR shall maintain a list of Classes where use of the process detailed in this chapter is allowed. The City may from time to time add or delete Positions from the list of Schedule G Positions on the Exempt List so long as the total number of Positions in any of the six categories within the Schedule G list (VIII-XIII) does not increase by more than 10% of the initial number of Positions in each category, as established in Exhibit II.G of the Accord.

Written notice of any proposed addition to or deletion from the Exempt List shall be submitted to the DHR Commissioner with supporting documentation including, but not limited to: (1) the Class of the Exempt Position, and (2) a description of the basis on which the Exempt status of the Position should be changed. Copies shall simultaneously be provided to IGO Hiring Oversight. If a proposed addition to the Exempt List involves adding a Class not previously included on the Exempt List, the Class must meet the requirements for exempt status under applicable law.

The DHR Commissioner will respond with his or her approval or denial (including the reasons for the approval or denial) within thirty (30) days and copy IGO Hiring Oversight on the response. If IGO Hiring Oversight disagrees with the DHR Commissioner's decision, it may submit a written objection to the DHR Commissioner, who must respond in writing within ten (10) days. The DHR Commissioner's decision will not be final until this response is submitted to IGO Hiring Oversight. The DHR Commissioner's initial justification for the decision, IGO Hiring Oversight's objection, the DHR Commissioner's response to IGO Hiring Oversight's objection, and the DHR Commissioner's final decision shall be posted on the IGO's website.

C. Process

1. Documentation. The department must submit the following documentation to DHR: a) electronic A-Form; b) Personnel Form – 14; and c) an organizational chart highlighting the reporting structure of the requested Position.
2. No specific selection process required. The employing department or official is not required to use any specific selection process in filling a Position using this process and may consider any factor in making its decision, so long as it is not an illegal factor.

D. Removal

An Exempt employee may be terminated or subject to any action covered by this Hiring Plan or Other Employment Actions for any reason or without reason, so long as it is not an illegal reason.

E. Maintenance of Exempt Position Status

Any employee who is appointed to an Exempt Position shall retain Exempt status, even if subsequently placed into a Covered Position pursuant to an Other Employment Action, and that Exempt status shall not change unless he or she is subsequently hired into a Covered Position that is filled through the General Hiring Process.

CHAPTER IX PRIVATE SECRETARIES OR ASSISTANTS AND SECURITY SPECIALISTS

A. Applicability and Principles

Some hires by their nature require greater management discretion in selection. These include Private Secretaries or Assistants assigned to Exempt Employees and Security Specialists assigned to elected officials. DHR shall maintain a list of Classes covered by this chapter, and each Class shall have a Class Specification, which will include minimum qualifications, on file with DHR.

B. Process

1. Documentation. The department must submit the following documentation to DHR: a) electronic A-Form; b) Personnel Form – 14; and c) an organizational chart highlighting the reporting structure of the requested Position.
2. No Specific Selection Process Required. The employing department or official is not required to use any specific selection process in filling a Position using this process. The hiring department or official must not, however, take into account Political Reasons or Factors or other Improper considerations when evaluating or selecting a Candidate.
3. Hire Certification Forms. Every person who participated in the selection process shall create a Hire Certification form for each Candidate. The successful Candidate(s) shall also execute a Hire Certification form.
4. Security Specialists. Thirty (30) Security Specialists may be appointed pursuant to this process and the employing official does not need to provide an A-Form or an organizational chart when selecting a sworn member of the Chicago Police Department to serve as a security specialist.
5. Certification by Department or Department Designee. Prior to appointment, the Commissioner of the hiring department or the Commissioner's designee must certify that the requested Position will be utilized as represented in the submitted documentation.

C. Removal

A secretary or assistant assigned to an Exempt employee may be terminated at the discretion of the Exempt employee supervising the secretary or assistant or the Department Head, so long as the termination is not for Political Reasons or Factors or Improper considerations or other illegal reasons.

CHAPTER X VOLUNTEER WORKERS

A. Applicability

A volunteer worker is any worker, including a student, who is not paid a wage or a salary by the City of Chicago and who works for the City of Chicago.

B. General Selection Process for Volunteer Workers

The following principles apply to volunteers working pursuant to this chapter:

1. No Political Considerations. Departments may not take into account Political Reasons or Factors or other Improper considerations in allowing a person to hold a volunteer appointment.
2. Identification of Need. When a department identifies a need or an opportunity for volunteer worker(s), the department shall notify DHR.
3. Unsolicited Offers. If a department receives an unsolicited offer from an individual desiring to volunteer their time to the City, the department must give seven (7) days' advance written notice to DHR and IGO Hiring Oversight before accepting the offer. DHR must give approval for the department to accept the offer and will provide prompt written notification of its decision to IGO Hiring Oversight.
4. Documentation. The department will provide to DHR copies of any documentation concerning the volunteer opportunity including but not limited to: program descriptions; extern/intern applications; recommendations; or proposals for the placement of a volunteer worker.
5. Procedure. DHR shall work with the department to define the procedures for using volunteer workers. These procedures may (but are not required to) include the following: a Notice of Job Opportunity; the predefined Class Specification, predefined minimum qualifications, and predefined Hiring Criteria if applicable; whether or not an interview will be conducted; who will make the selection; and any other relevant information.
6. Notice to IGO Hiring Oversight. DHR shall forward the procedures for using volunteer workers to IGO Hiring Oversight at least thirty (30) days prior to implementation.
7. Experience Gained as a Volunteer. The experience gained by any volunteer worker may be used to meet the minimum qualifications for any Position with the City. The City may consider the experience when evaluating between otherwise qualified Candidates, as long as the process outlined in this chapter is followed.

8. No Transfer or Detailing of Volunteers from Legislative Offices. Volunteers working for City legislative offices cannot be transferred or detailed to any office in the City's executive branch.
9. Hire Certification Form. All individuals involved in the process to use a volunteer worker must execute a Hire Certification form stating that Political Reasons or Factors or other Improper considerations did not play a part in allowing the Volunteer to work for the City. The Volunteer shall also execute a Hire Certification form.

CHAPTER XI ACTING UP

A. General Considerations

1. Acting Up Is the Exception, Not the Rule. Acting Up for temporary periods is sometimes unavoidable. However, it should never be the option of first resort and departments are expected to take every reasonable step to ensure that vacancies are filled in a timely and appropriate fashion. Violating the Acting Up Policy can lead to discipline, up to and including termination.
2. No Political Considerations. The Acting Up Policy relates to Covered Positions. Because of this, it is never appropriate for Political Reasons or Factors or other Improper considerations to play any part in determining whether an employee will act up.
3. Implementation Procedures. DHR shall create implementing procedures for the use of Acting Up. DHR may modify these implementing procedures as necessary so long as the modifications are not contrary to the provisions of this Hiring Plan. DHR will post on the City's publicly available internet site the Acting Up implementing procedures and any updates to the procedures.
4. Time Limit. Acting Up is a temporary appointment. The implementation procedures for Acting Up shall set a specified time limitation for an acting appointment that shall not exceed ninety (90) continuous days in a calendar year.
5. Waivers. In limited circumstances, a Department Head may seek an extension allowing an employee to continue in an acting appointment beyond the time limit set forth in the policy. DHR must approve all requests for waivers, which must be submitted prior to an employee reaching the time limit.
6. Rotation. The Acting Up Policy shall set forth requirements for the rotation of Acting Up opportunities among eligible employees.
7. Violations of Law or Rules and Regulations. No person may be selected to act up to the extent that the selection would violate any City ordinance, rule, or regulation, including the Governmental Ethics Ordinance. For example, no person may be selected to act up if selecting that employee would cause them to exercise supervisory authority with respect to a relative.
8. Reporting. All departments must fully report all acting up into covered Classes on a monthly basis to DHR.

B. Exceptions

1. Exempt Positions. The Acting Up Policy does not apply to Exempt Positions. Acting into existing Exempt Positions is at the discretion of the Department Head or his/her designee.
2. Collective Bargaining Agreement Employees. If a CBA contains specific provisions detailing the use of Acting Up, the department shall use those procedures and adhere to any limitations as long as the department does not take Political Reasons or Factors or other Improper considerations into account. If the CBA is silent with respect to any specific acting up rule or procedure, the specific provisions of this chapter and of the Acting Up Policy must be followed.

CHAPTER XII COMPLIANCE AND GOVERNANCE

A strong and effective compliance and governance system is critical to the success of this Hiring Plan. This Hiring Plan grants oversight to the City's Office of the Inspector General (IGO). The IGO has established a Hiring Oversight Section which shall oversee this Hiring Plan's compliance and governance system. IGO Hiring Oversight shall work collaboratively with the Department of Law and DHR to redress any and all issues regarding City hiring.

IGO Hiring Oversight reviews, monitors, and audits key processes in this Hiring Plan and receives complaints regarding the hiring process, including allegations of unlawful political discrimination and retaliation and other Improper influence in connection with any aspect of City employment. IGO Hiring Oversight shall, when appropriate, refer complaints and other instances of non-compliance to the Investigations Section of the IGO.

A. Complaints

The City shall designate a telephone number complainants may call to register complaints regarding the hiring process (the "Complaint Line"). The Complaint Line shall be staffed during normal City business hours and shall either be staffed during non-business hours or the City shall provide for voice mail recording. The IGO or a City vendor may staff the Complaint Line.

Calls to the Complaint Line shall be logged (the "Complaint Log") by IGO Hiring Oversight. The Complaint Log shall contain the caller's name (or noted as anonymous should the caller elect not to provide his or her name), the Class of the Position for which the complaint is being registered, the department in which the Position is located, the nature of the complaint, the approximate date the alleged violation took place, the identity(ies) of any party(ies) alleged to have caused or to have knowledge of the violation, contact information for the complainant if provided, any other relevant information, and the resolution of the complaint. Confidential information that may relate to official IGO investigations shall be protected pursuant to Section 2-56-110 of the Chicago Municipal Code.

Any City employee who knows or should know that Political Reasons or Factors or other Improper considerations may have influenced any term or aspect of City employment shall report the incident to IGO Hiring Oversight directly and without delay. Any employee who knowingly fails to report such a potential violation to IGO Hiring Oversight may be subjected to discipline, up to and including termination.

B. Escalations By Recruiters and Analysts

As the gatekeepers of the hiring process, Recruiters and Analysts in DHR have a special responsibility to report any actual or potential violations of this Hiring Plan or the possible influence of any Political Reasons or Factors or other Improper considerations by a Hiring Manager, Hiring Authority or other City employee and escalate those concerns to IGO Hiring Oversight for resolution. The Recruiter or Analyst shall suspend a requisition at any point in the hiring process when he or she has reason to believe that a Hiring Manager, Hiring Authority or

other City employee may have committed a violation of this Hiring Plan or may have allowed Political Reasons or Factors or other Improper considerations to influence the hiring process. The escalation shall proceed in the following manner:

1. Initiating Escalation. Upon suspending a requisition, the Recruiter or Analyst shall immediately notify IGO Hiring Oversight and the DHR Commissioner of the suspension and the reasons for the escalation.
2. Review of Escalation. IGO Hiring Oversight shall evaluate the circumstances surrounding the escalation and may do one or more of the following: investigate the matter, conduct a review of the hiring sequence, refer the matter to the DHR Commissioner or appropriate Department Head for resolution, and/or refer the matter to the Investigations Section of the IGO.
3. Escalation Log. Escalations shall be logged (the "Escalation Log") by IGO Hiring Oversight. The Escalation Log shall contain the name of the Recruiter or Analyst who escalated the matter, the Class of the Position for which the escalation is being made, the department in which the Position is located, the nature of the violation, the approximate date any alleged violation took place, the identity(ies) of any party(ies) alleged to have caused or to have knowledge of the violation, any other relevant information, and the resolution of the escalation.
4. Release of Suspension of Hiring Process. During further review or inquiry by IGO Hiring Oversight, the DHR Commissioner shall have the authority to continue the temporary suspension of the requisition until the review or inquiry is completed or to release the suspension and allow the hiring process to proceed. The DHR Commissioner may release any suspension notwithstanding the fact that such matter is being examined by IGO Hiring Oversight.
5. Report by IGO Hiring Oversight. After review or inquiry, any findings and recommendations of IGO Hiring Oversight shall be reported to the DHR Commissioner and, when appropriate, the Department Head. IGO Hiring Oversight shall maintain confidentiality as required by Sections 2-56-070 and 2-56-110 of the Chicago Municipal Code.
6. Report by the DHR Commissioner of Action Taken. The DHR Commissioner must report to IGO Hiring Oversight within thirty (30) days of the receipt of a recommendation what action, if any, he or she took on the recommendation and provide a written explanation of the reasons for the action taken if it is other than that recommended by IGO Hiring Oversight.
7. Notice to IGO Hiring Oversight of Self-Initiated Action Taken. If the DHR Commissioner, on his or her own initiative, imposes remedial actions as they relate to a hiring sequence, he or she will provide immediate written notification with justification to IGO Hiring Oversight of the action taken.

C. Reviews and Audits of Hiring Data

IGO Hiring Oversight shall perform quarterly reviews and audits of data regarding the hiring processes. For the purpose of this section:

Review means a check of all relevant documentation and data concerning a matter;

Audit means a check of a random sample or risk-based sample of the documentation and data concerning a hiring element.

Each quarter IGO Hiring Oversight shall conduct the following reviews:

1. Contacts by Hiring Departments. Review of all reported or discovered instances where hiring departments contacted DHR to lobby for or advocate on behalf of actual or potential Applicants or Bidders for Covered Positions or to request that specific individuals be added to any referral or eligibility list except as permitted in this Hiring Plan.
2. Exemptions. Review of adherence to exemption requirements and Exempt Lists and propriety of Exempt List modifications.
3. Senior Manager Hires. Review of hires using Chapter VI, the Senior Manager Hiring Process.
4. Written rationale. Review of any written rationale when no consensus selection was reached during a Consensus Meeting.
5. Emergency Appointments. Review of circumstances and written justifications for any emergency hires made pursuant to the Personnel Rules and Section 2-74-050(8) of the Chicago Municipal Code.

Each quarter IGO Hiring Oversight shall conduct audits of the following matters to ensure compliance with the hiring process:

1. Modifications to Class Specifications, Minimum Qualifications and Screening and Hiring Criteria. Modifications of Class Specifications, Minimum Qualifications, or Screening and Hiring Criteria.
2. Referral Lists. The lists of Applicants/Bidders who meet the predetermined minimum qualifications for the Position that are generated by DHR.
3. Testing. Test administration and scoring.
4. Selected Hiring Sequences. 10% in the aggregate of in-process and completed (at least 5% of completed) hiring sequences from the following departments or their successors:

Streets and Sanitation, Water Management, Aviation, Transportation, Buildings, Fleet, and six other City departments selected at the discretion of IGO Hiring Oversight.

5. Hiring Certifications. The required certifications attesting that no Political Reasons or Factors or other Improper considerations were taken into account in the applicable action.
6. Acting Up. Review of the City's compliance with Chapter XI and any implementing procedures.
7. Arbitrations and Resolution of Grievances by Settlement. Audit of all arbitration decisions arising out of Accord complaints, as well as any other arbitration decisions and grievance settlement agreements that may impact the procedures under this Hiring Plan.

D. IGO Hiring Oversight Monitoring and IGO Investigation of Hiring Processes

If at any point IGO Hiring Oversight identifies any actual or potential violations of this Hiring Plan or the possible influence of any Political Reasons or Factors or other Improper considerations by a Hiring Manager, Hiring Authority or other City employee, IGO Hiring Oversight may refer the matter to the DHR Commissioner or make recommendations for appropriate corrective actions to the DHR Commissioner, the Department of Law, and/or any affected Department Head. IGO Hiring Oversight may also directly refer the matter to the Investigations Section of the IGO for the opening of an official IGO investigation. The IGO will develop internal protocols for the referral of such matters by IGO Hiring Oversight to the Investigations Section of the IGO.

IGO Hiring Oversight shall regularly participate in random, in-person monitoring of Intake Meetings, tests, interviews, and Consensus Meetings. To facilitate such monitoring, the scheduled time and locations of all such activities shall be provided to IGO Hiring Oversight at least seven (7) days in advance of non-Senior Manager activity and four (4) days in advance of Senior Manager activity, unless otherwise provided for by this Hiring Plan.

E. Reporting Requirements

IGO Hiring Oversight shall issue quarterly and annual reports that include statistics on the number of escalations and complaints newly initiated, pending, closed with investigation, and closed without investigation. The quarterly and annual reports shall also include a description of the outcomes, findings, recommendations, and actions taken on the recommendations of any investigation of an escalation or complaint, and IGO Hiring Oversight's comments on the DHR Commissioner's responses to action taken on IGO Hiring Oversight reports.

IGO Hiring Oversight shall redact any personal identifying information prior to publicly disseminating such reports.

In addition, IGO Hiring Oversight shall report on the reviews and audits of hiring data and monitoring of hiring processes undertaken pursuant to Sections C and D of this Chapter.

CHAPTER XIII APPLICABILITY TO OTHER EMPLOYMENT ACTIONS NOT DETAILED IN THIS HIRING PLAN

Other Employment Actions not detailed in this Hiring Plan, including those listed below, shall not require the posting of Bids or Notices of Job Opportunities or screening requirements described in Chapter III above, unless otherwise required by the terms of a CBA. The City, however, shall not take into account Political Reasons or Factors or other Improper considerations and shall adhere to the other Goals and Principles outlined in Chapter I in filling Positions pursuant to Other Employment Actions. The procedures for filling Positions pursuant to Other Employment Actions not detailed in this Hiring Plan shall be codified in the Personnel Rules and/or applicable City policies and procedures, unless otherwise required by the terms of a CBA. Individuals employed under any such Other Employment Action, including those listed below, must meet all minimum qualifications for the Positions in order to be given priority for hire over general Applicants/Bidders. IGO Hiring Oversight shall be provided notice of the name, Position, and particular action for any person hired under any of the Other Employment Actions and shall monitor and audit these actions as it deems necessary to ensure compliance with this Hiring Plan. The Personnel Rules and applicable City policies and procedures shall not be contrary to the Goals and Principles in Chapter I of this Hiring Plan.

In addition, prior to sunset of the Accord, thirty (30) days' advance written notice of any substantive modifications of the Personnel Rules and/or applicable City policies and procedures that relate to Other Employment Actions shall be given to the *Shakman* Plaintiffs and the court appointed Monitor. The *Shakman* Plaintiffs and the Monitor may comment on the modifications and make written objections. Impasses shall be resolved as provided in Section II.D. of the Accord.

- A. Assignments
- B. Terminations
- C. Layoff Lists
- D. Reinstatement
- E. Duty Disability
- F. Transfers
- G. Demotion
- H. Reclassifications
- I. Promotions and Career Progressions
- J. Reasonable Accommodations
- K. Return of Seasonal Employees
- L. Approved City Training Programs
- M. City Affirmative Action Plans
- N. Veterans Preference
- O. Line of Duty Preference
- P. Emergency Appointments
- Q. Settlements, Awards, Judgments and Decisions

EXHIBIT A

DEPARTMENT OF LAW HIRING PROCESS

A. Applicability

1. Covered Positions. The Department of Law Hiring Process shall be used to hire for the following Classes of Positions when vacancies are not filled by internal transfer (provided, however, that the internal transfer of a member of the Department of Law cannot result in a promotion of that individual): (1) Assistant Corporation Counsel, (2) Assistant Corporation Counsel – Supervisor/Senior, (3) Special Litigation Counsel, (4) Chief Assistant Corporation Counsel, and (5) Assistant Chief Labor Counsel. This Hiring Process shall also be used to hire into Classes of Positions created for the Department of Law after its effective date.

The Department of Law Hiring Process is not an exhaustive document and cannot contemplate every variation that could occur in hiring. The Department of Law's Hiring Process is intended to provide a framework for Law Department hiring that will survive changes in technology, management practice and law. The principles of this Hiring Process should be construed broadly.

The Law Department may modify this Hiring Process so long as the modifications are not contrary to applicable law. Prior to the effective date of any modification of this Hiring Process, the Commissioner of the Department of Human Resources ("DHR") shall give thirty (30) days public notice in one or more newspapers of general circulation. Such public notice shall include information concerning where the rules can be reviewed and where comments may be directed. The City will also post on its publicly available internet site any modifications to this Hiring Process.¹

Capitalized terms not herein otherwise defined shall have the definitions set forth in the City Hiring Plan.

2. Class Specifications and Minimum Qualifications. The above-specified Classes of Positions shall have Class Specifications, which will include minimum qualifications, on file with DHR.

B. General Process

1. Notice of Job Opportunity/Bid Announcement. The Department of Law will post Notices of Job Opportunities on the DHR website for at least

¹ In addition, prior to the sunset of the Accord, thirty (30) days' advance written notice of any modifications of this Hiring Process shall be given to the *Shakman* Plaintiffs and the court-appointed Monitor, who may comment on the modifications and make written objections. Impasses shall be resolved as provided in Section II.D of the Accord.

seven (7) calendar days. In addition, the Department of Law may, at its discretion, post Notices of Job Opportunities through other means in order to increase the number of Candidates applying for Positions.

2. Screening and Referral. DHR shall refer all Applicants who meet the predefined minimum qualifications for the Position to the Department of Law. The Department of Law may refer an Applicant to DHR, and if DHR determines such Applicant meets the minimum qualifications for the Position, DHR shall add the Candidate to the referral list. The Department of Law may elect to have Applications screened by DHR. If DHR screens Applicants, DHR shall refer Candidates to the Department of Law in random order or in the order of how close the Applicant matches the Screening Criteria for the Position, developed by the Department of Law with advance notice to DHR and IGO Hiring Oversight.
3. Interview Selection. The Department of Law shall review the submissions and may schedule and conduct interviews for the Position for those Candidates, if any, who in the sole discretion of the Department of Law, should be interviewed. The Department of Law shall forward DHR a list of those Candidates who will be offered an interview at least two (2) business days before the first interview. The Department of Law may begin interviewing such Candidates upon receipt of the Candidates' documents from DHR and need not wait for the expiration of the applicable advertising period before initiating interviews.
4. Rejection of All Referrals by Department. The Department of Law may reject all Applications forwarded by DHR with or without conducting interviews. The Department of Law must submit a justification for the decision to reject all Applications to the DHR Commissioner, who shall promptly provide the justification to IGO Hiring Oversight. If all Applications are rejected by the Department of Law, DHR shall purge the Applications and post the Notice of Job Opportunity/Bid Announcement again.
5. Interviews; Number of Candidates. Subject to the presence of enough Candidates meeting the minimum qualifications, the Department of Law shall interview at least one more Candidate than open Positions for three or fewer openings, two more Candidates than open Positions for four or five openings and three more Candidates than open Positions for greater than five openings.
6. Interviews; Number of Interviewers. Every Candidate selected for an interview must be interviewed by at least two interviewers who are familiar with the Position's requirements. Applicants for the same Position shall be asked the same core interview questions. Follow-up questions are permitted as long as they relate to previous questions asked

to draw out more detailed information from the Candidate. If necessary, a second round of interviews may be conducted by different interviewers.

7. Assessment Forms. Any member of the Department of Law who interviews a Candidate for a Position in the Department of Law shall independently and personally complete an assessment form for the Candidate immediately following the interview. Assessment forms shall not be altered or revised once completed. The assessment form shall be accompanied by a Hire Certification Form signed by the interviewer.
8. Selection. The Hiring Manager shall collect the assessment forms and documents submitted by the Candidates and forward the materials to the Corporation Counsel, who shall make a selection. The Corporation Counsel may solicit the recommendation of the Hiring Manager, if desired. The Corporation Counsel may choose to reject all of the Candidates submitted for consideration pursuant to paragraph 4, above.
9. Hire Certification Forms. Every person who participated in the selection process shall execute a Hire Certification Form for each Candidate. The successful Candidate(s) shall also execute a Hire Certification Form.
10. Interview by Corporation Counsel. Prior to extending an offer of employment, the Corporation Counsel may (if he or she has not done so already) interview the selected Candidate.
11. Justification Letter. Prior to extending an offer of employment, the Corporation Counsel shall review all of the evaluation forms prepared by the interviewers of the Candidate whose hire is being recommended, prepare in writing the reasons for selecting the successful Candidate ("Reasons for Hire") and shall complete and sign a Hire Certification Form. In addition to explaining the rationale for selecting a Candidate, the justification letter shall detail how the selected Candidate's experience meets the Screening and Hiring Criteria for the Position.
12. Non-Political Actions. Political Reasons or Factors or other Improper Considerations may not be considered when hiring pursuant to this process.
13. Qualified Lists. Qualified Candidates who were interviewed and recommended for hire as a result of an initial posting may be extended offers of employment, at the discretion of the Corporation Counsel, for subsequent postings with the same minimum qualifications that occur within one year from the closing date of the initial posting.

EXHIBIT B

INSPECTOR GENERAL'S OFFICE HIRING PROCEDURES

Introduction

These Inspector General's Office Hiring Procedures are an amendment to the City of Chicago Hiring Plan ("City Hiring Plan"), as amended, and provide for an alternative method of recruitment and selection of employees of the Inspector General's Office.

These Hiring Procedures are intended to provide the Inspector General's Office with a method of hiring employees that maximizes the independence of the Inspector General's Office and helps to ensure that its employees are nonpartisan and free from conflicts of interest.

The Inspector General's Office may modify these Hiring Procedures so long as the modifications are not contrary to applicable law. Prior to the effective date of any modification of these Hiring Procedures, the Commissioner of the Department of Human Resources shall give thirty (30) days public notice in one or more newspapers of general circulation. Such public notice shall include information concerning where the rules can be reviewed and where comments may be directed. The Inspector General's Office will also post on its publicly available internet site any modifications to these Hiring Procedures.¹

A. Methods of Obtaining or Accepting Applications

1. Available positions with the Inspector General's Office shall be advertised and posted at the location where other City of Chicago positions are posted, as well as either (a) on the Inspector General's Office website, (b) on the Department of Human Resources' website, or (c) through another publicly-available website. The notice of available positions shall remain posted and the application period shall remain open for a minimum of 14 days. The notice shall

¹ In addition, prior to the sunset of the Accord, thirty (30) days' advance written notice of any modifications of these Hiring Procedures shall be given to the *Shakman* Plaintiffs and the court-appointed Monitor, who may comment on the modifications and make written objections. Impasses shall be resolved as provided in Section II.D of the Accord.

list the minimum qualifications and a description of the job duties of the position and shall state that the Inspector General's Office requires that its employees be nonpartisan and free from conflicts of interest.

2. The Inspector General's Office may recruit individuals to apply for available positions in order to attract the most highly-qualified, conflict-free candidates.

3. Applications for such positions shall be sent directly to the Inspector General's Office, as specified in the notice. Any applications for such positions received by the Department of Human Resources shall be forwarded to the Inspector General's Office.

4. All applicants shall submit a resume, transcripts from their educational institution(s), a writing sample or essay if requested in the hiring advertisement, and any other requested information relevant to the position involved. All application materials shall be made part of the Hiring File.

B. Screening and Interviewing Applications

1. At least two members of the Inspector General's Office designated by the Inspector General shall review the applications and select applicants for interview based on the minimum qualifications set for the applicable position and any additional criteria appropriate to the particular position to be filled. If there is disagreement between the Inspector General's Office members who are screening applications as to whether an applicant should be selected for interview, the Inspector General's Office Hiring Committee shall make the determination. The members of the Inspector General's Office who screened the applications and the applicants selected for interview shall be documented and made part of the Hiring File.

2. Applicants selected for an interview shall be interviewed by at least three senior or supervisory employees in the Inspector General's Office, each of whom shall fill out an

Evaluation Form prescribed by the Inspector General's Office. The Evaluation Forms shall be made part of the Hiring File. Advance notification of scheduled interviews shall be provided to the IGO's Hiring Oversight Section.²

3. The Inspector General's Office may ask questions of its applicants to determine whether the applicants have ties to City officials or City political figures or entities. The Inspector General's Office shall create a written record of the information supplied by the applicants on this subject, and may require applicants to provide such information in writing as part of the application process. The documents containing this information shall be made part of the Hiring File. In making its hiring decision, the Inspector General's Office shall consider this information in determining whether the applicant would be able to pursue the mission of the Inspector General's Office without any conflicts of interest.

4. The Inspector General's Office shall retain applications for three years after receipt and may contact applicants for the purpose of filling any position. The Inspector General's Office may rely on its screening or may have the applicant re-screened.

C. The Hiring Decision

1. The Hiring File for each applicant who is submitted for consideration to the Inspector General's Office Hiring Committee shall be distributed to the Hiring Committee members. The Hiring Committee shall consist of at least five other senior or supervisory employees in the Inspector General's Office selected by the Inspector General. The Hiring Committee shall meet to discuss the qualifications of the applicants interviewed. The Inspector General's Office Hiring Oversight Section shall be given at least two (2) business days advance

² Prior to sunset of the Accord in case number 69 C 2145 captioned *Shakman v. City of Chicago*, et. al. in the United States District Court for the Northern District of Illinois, the court-appointed Monitor will be copied on all information provided to the IGO's Hiring Oversight Section and will be allowed to monitor employment actions taken by the Inspector General's Office as provided for in the Accord.

written e-mail notice of each such meeting. At each Hiring Committee meeting, a member of the Inspector General's Office Hiring Oversight Section may be present and may review all documentation.

2. At the meeting, each member of the Hiring Committee shall state his/her views on each interviewed applicant and shall state in writing his/her opinion as to whether each interviewed applicant is recommended or not recommended for hire. These written opinions shall be made part of the Hiring File. If the Inspector General has not interviewed a selected applicant at this point in the process, the Inspector General shall do so before making a decision on employment. The Inspector General shall make the final decision as to which action to take. The Inspector General may choose to participate in any other stage of the hiring process but is not required to do so.

3. For each applicant hired by the Inspector General's Office, the Inspector General shall complete a Hiring Decision Form stating the reasons for the hiring decision. This form shall be made part of the Hiring File.

4. As to each applicant hired by the Inspector General's Office, the applicant, the Inspector General, and all Inspector General's Office employees who participated in the evaluation or hiring process shall, under penalties of perjury and possible loss of employment, sign an affidavit stating that, except for the consideration of political factors for the sole purpose of addressing possible conflicts of interest, the evaluation of the applicant, the hiring decision and the recommendations regarding the applicant were not based on or affected by political considerations, including political sponsorship, affiliation, or support. Such affidavits shall be made part of the Hiring File.

5. Within one week of the hiring decision, the Hiring File shall be forwarded to the Inspector General's Office Hiring Oversight Section.

6. Within 30 days of the applicant being hired by the Inspector General's Office, the Inspector General's Office shall post on its website or the Department of Human Resources' website the following information: (i) the number of people who applied for the position, (ii) the number of people interviewed, and (iii) whether at least two members of the Hiring Committee did not recommend the applicant for the position. The information shall remain posted until replaced with the annual data for categories (i) – (iii) along with (iv) a geographical breakdown of the residences of the employees hired during the year by ward of residence for each year after 2005. Such annual information shall remain so posted for five years. In addition, each quarter, the Inspector General's Office shall post its website or Department of Human Resources' website a geographical breakdown of the residences of its employees showing the number of employees who live in ward.

7. For those applicants hired by the Inspector General's Office, the Hiring File will be maintained by the Inspector General's Office for a period of 10 years unless otherwise ordered by the Court. For applicants interviewed but not hired, the Hiring File will be maintained by the Inspector General's Office for a period of 5 years unless otherwise ordered by the Court. The Hiring File and other hiring documentation shall remain confidential within the Inspector General's Office and shall not be disclosed. Nothing in this document shall make the Hiring File or other hiring documentation a public record.

D. Promotions

1. The Inspector General's Office may promote internally, providing the position is within the same classification series and is at least one level higher class grade than the current

position. Promotion to the next higher rated title shall be made on the basis of satisfactory continuous service for at least the period specified in the particular classification.

2. Notice of vacant positions within the Inspector General's Office shall be provided to Supervisors in the appropriate classification. Supervisors may recommend an employee under his/her supervision for a promotion. Supervisors will ensure that the employee meets the minimum qualifications for the position and provide a current resume, two employment assessments, and any existing annual employee performance evaluations to the Promotional Committee. All employee materials shall be made part of the Promotion File.

3. The Promotional Committee shall consist of the Inspector General plus at least four other senior or supervisory employees in the Inspector General's Office selected by the Inspector General. The Promotional Committee shall review the employee's resume and performance evaluations and discuss the qualifications of the recommended employee. The recommending supervisor of the employee shall present to the Promotional Committee his/her views on why he or she is recommending the employee for promotion.

4. At the Promotional Committee Meeting, each member of the Promotional Committee shall state his/her views on each recommended employee and state in writing whether the employee should be promoted to the vacant position. These written opinions shall be made part of the Promotion File. The Inspector General shall make the final decision on who will be promoted.

5. For each promotional decision made by the Inspector General's Office, the Inspector General shall complete a Promotional Decision Form stating the reasons for the promotional decision. This form shall be made part of the Promotion File.

6. As to each promotional decision made by the Inspector General's Office, the employee who has been promoted, the Inspector General, and all Inspector General's Office employees who participated in the evaluation or promotional process shall, under penalties of perjury and possible loss of employment, sign an affidavit stating that, except for the consideration of political factors for the sole purpose of addressing possible conflicts of interest, the evaluation of the employee, the promotional decision and the recommendations regarding the employee were not based on or affected by political considerations, including political sponsorship, affiliation, or support. Such affidavits shall be made part of the Promotion File.

7. Within two (2) business days of the promotional decision, the Promotion File shall be forwarded to the Inspector General's Office Hiring Oversight Section.

8. The Promotion File and other promotional documentation shall remain confidential within the Inspector General's Office and shall not be disclosed. Nothing in this document shall make the Promotion File or other promotional documentation a public record.

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."¹

(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.

¹ 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.

.....
Department Head: _____ Date: _____
.....

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.

.....

Department Head: _____ Date: _____

.....

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 employee's job title *JRD*
- c. the reason for hiring the temporary employee; *JRD*
- d. the date of the temporary employee's employment *JRD* and the expected date of his/her termination;
- 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~~ ^{the situation} 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 Doyle
FOR THE UNION

J. J. [Signature]
FOR THE CITY OF CHICAGO

2-23-89
DATE

2-27-89
DATE

1/89