

**COLLECTIVE
BARGAINING
AGREEMENT**

Between

**CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.**

And

CITY OF CHICAGO

**Effective July 1, 2022
Through
June 30, 2027**

Ratified by City Council on: September 18, 2023

CITY OF CHICAGO
AGREEMENT WITH
CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.

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CITY OF CHICAGO
AGREEMENT WITH
CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.

AGREEMENT

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and the Chicago Journeymen Plumbers' Local Union 120 U.A., (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

District Superintendent of Water Distribution

Assistant District Superintendent of Water Distribution

District Foreman of Water Pipe Construction

Foreman of Water Pipe Construction

Pipe Location Machine Operator

Caulker

Hydrant Inspector
Director of Plumbing Test Laboratory
Chief Plumbing Inspector
Assistant Chief Plumbing Inspector
Plumbing Inspector In Charge
Plumbing Inspector
Chief Water Rate Taker
Supervisor of Water Rate Takers
Water Rate Taker
Water Meter Assessor
General Foreman of Plumbers
Foreman of Plumbers
Plumber
Plumber (sub-Foreman)
District Superintendent of Sewers
Foreman of Sewer Cleaning
Assistant Foreman of Sewer Cleaning
Supervising House Drain Inspector
House Drain Inspector

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

ARTICLE 2
MANAGEMENT RIGHTS

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to lay off by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure

maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunities

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3 Grievance of Alleged Violation

Grievances by employees alleging violations of this Article shall be resolved through Step II of the Grievance procedure of

this Agreement but shall not be subject to arbitration unless mutually agreed by the parties.

Section 3.4 Reasonable Accommodation

In the event the Employer shall be required to make a reasonable accommodation under the Americans With Disabilities Act ("ADA") to the disability of an applicant or incumbent employee that may be in conflict with the rights of an employee under this Agreement, the Employer shall bring this matter to the attention of the union. The provisions of Article 11 of this Agreement shall be available, and the Arbitrator may balance the Employer's obligations under the ADA and this Agreement and the employee's rights under this Agreement, provided that no incumbent employee shall be displaced by such decision of the Arbitrator.

ARTICLE 4

WAGES

Section 4.1 Prevailing Wage Rates

Effective July 1, 2022, employees covered by this Agreement shall continue to receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula currently used by the United States Department of Labor in administering the Davis-Bacon Act as currently being paid to said employees as set forth in Appendix A appended to and made a part of this Agreement.

Section 4.2 Prevailing Rate Adjustments

Effective on July 1 of each year of this Agreement beginning in 2022, through the period ending June 30, 2027, the wage rate referred to in the immediately preceding section shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1 above and as set forth in Appendix A. In the event the hourly wage rates effective July of each year covered by this Agreement are established at an effective date later than July 1, then such rates, when established, shall be paid as of said effective date. In no event will the Employer adjust said wage rates more than one time in any calendar year.

Section 4.3 Non-Prevailing Wage Rates

Effective the following dates, the City will make the wage adjustments below for all employees who are in non-prevailing rate classifications and who are either on the payroll as of the effective date or on lay-off with recall rights:

July 1, 2022- June 30, 2027

- Effective July 1, 2022: 3.00%
- Effective January 1, 2023: 3.00%
- Effective January 1, 2024: 3.00 - 5.00%*
- Effective January 1, 2025: 3.00 - 5.00%*

- Effective January 1, 2026: 3.00 - 5.00%*
- Effective January 1, 2027: 3.25%

*In each of the three years 2024, 2025, 2026, the percentage increase varies between 3.00% and 5.00% depending on the CPI-U. If CPI-U is 3.00% or less, then the percentage increase is 3.00%. If CPI-U is 5.00% or more, then the percentage increase is 5.00%. If the CPI-U is between 3.00% and 5.00%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth. The U.S. City Average June CPI-U released in July of the preceding year will be used to determine the percentage increases in the three years 2024, 2025, and 2026.

"Me Too" Clause: If a majority of City unionized employees in non-prevailing wage rate classifications** receive an across-the-board percentage increase in their regular base rate of pay in any contract year higher than the increase set forth above in any such year, employees in non-prevailing rate classifications covered by this Agreement shall have their wage adjustment set forth above increased by the difference between the above increase and the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees in non-prevailing wage rate classifications** receive a lump sum payment in any contract year, employees in non-prevailing rate classifications covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment or lump sum payment under this Section prior to such adjustment being paid.

**Exclusive of sworn employees of the Chicago Police Department and uniformed members of the Chicago Fire Department.

Section 4.4 Retroactivity

The increases set forth in Article 4, Sections 4.1 and 4.3, are payable to affected employees who, as of the date of final ratification of this Agreement by the City Council, are either on the payroll, or are on approved leave, or are on layoff with recall rights, or are seasonal employees who are eligible for rehire, or are former employees who retired effective between July 1, 2022 and the date of final ratification of the Agreement by the City Council, inclusive.

Section 4.5 Out of Grade Pay

An employee covered by this Agreement who is directed to and does perform substantially all the duties and responsibilities of a higher rated job within the bargaining unit shall be paid at the higher rate or classification consistent with his own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full workday. Such payment shall be made on the next regular payday or as soon thereafter as is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for acting into higher rated jobs shall not exceed one hundred eighty (180) days, except where a regular

incumbent is on leave of absence, in which case the time limit for acting into such position may not exceed one (1) year, and no individual employee can act up into that position for more than ninety (90) days. The time limits may be extended by mutual agreement of the parties. If the one hundred eighty (180) day limit is extended to one (1) year due to a regular incumbent on leave of absence or by mutual agreement of the parties, individual employees shall not act into higher rated jobs for more than ninety (90) days per employee. To the extent that the Employer continues to require the performance of the duties of the higher rated job beyond the time limits set forth herein, the position shall be treated as a "permanent vacancy" within the meaning of Section 17- of this Agreement and the Employer shall post and fill the job as a "permanent vacancy" subject to the applicable provisions of that Section.

Section 4.6 Payment of Wages

- (a) All regular base wages will be paid to employees not later than the next regular pay day following the end of the payroll period in which it is earned. Effective no later than four (4) months after the date of ratification, the payment of wages for employees provided herein is due and payable on the seventh and twenty-second day of each month. The Employer will coordinate this change with the issuance of any retroactive pay. If an employee fails to receive his or her

pay as a result of the change in pay dates for the first pay period coinciding with the change of pay dates, the Employer will use its best efforts to expeditiously make corrections and issue payment. All overtime or premium pay shall be paid to employees not later than the second regular pay day following the end of the payroll period in which it is earned. In the event of an arbitration involving a dispute arising solely under this Section, the losing party will pay the entire amount of the arbitrator's fee.

- (b) In the event an employee's paycheck, at the time specified in paragraph (a) above, fails to include all of the regular base, overtime and/or premium pay to which he/she is entitled, the Department will correct that shortage provided the employee promptly notifies the Department's timekeeper in writing. Employees shall submit a payroll dispute to the Department timekeeper on the "Employee Payroll Inquiry Form" attached hereto as Appendix B. The employee's submission of such Form shall toll the period for processing a grievance filed by the employee or Union over such dispute. If the Department concludes that there is a shortage in the employee's paycheck, and if the amount in question exceeds \$100.00, the Department will submit a supplemental payroll to the Comptroller to cover the shortage, and will issue the employee a check in that amount on the next scheduled check/deposit advice delivery

date after the timekeeper is notified of the employee's complaint. Shortages less than \$100.00 will be added to the employee's next regular paycheck.

- (c) Should an employee not receive this supplemental check (for a sum greater than \$100.00) within the aforementioned check/deposit advice delivery date period, the Employer will pay to the employee the sum of \$50.00 for every pay period thereafter until the full supplemental check is received.
- (d) It is understood that pay shortages relating to newly hired employees, persons returning from leaves of absence (including but not limited to duty disability), and inaccuracies due to changes in payroll deductions, are excluded from the provisions of this Section. This paragraph does not supersede any other payment obligations with respect to the payments referred to in this paragraph which may be contained elsewhere in this Agreement.
- (e) In order to provide a basis for ongoing discussion concerning the City's payroll practices, the parties will form a Labor Management Committee consisting of four (4) persons appointed respectively by the City and by the Coalition. The City's members of the Committee will consist of representatives from the Department of Personnel, the Office of Budget and Management, the Comptroller, and the Director of Labor Relations. The Coalition, as it shall determine, shall select

four (4) representatives to serve as members of the Committee. The Committee will meet not less than quarterly, or more frequently as the need may arise, to review ongoing issues regarding payroll, compliance with this Section, or other issues of mutual concern which may arise during the life of the parties' Agreement. In addition, at the request of the Coalition, the City may include from time-to-time a representative of the Coalition at the Comptroller's weekly staff meetings with Department heads to review and address pending payroll inquiries from bargaining unit employees.

- (f) Where a contract grievance or discipline appeal is filed under Article 11 of this agreement is settled, or is resolved by an arbitrator, Department Representative or the Human Resources Board on terms that include a monetary payment, such monetary payment shall be made within six (6) weeks of the time of the of the final determination of the amount owed.
- (g) Subject to the implementation terms below, employees shall enroll in direct deposit and register to receive their notification of pay deposit advice electronically through the Employer's program for that purpose (currently known as "GreenSlips") if they have not done so already. Employees will receive their notification of pay and deposit advice electronically through GreenSlips the first pay period after registering for GreenSlips. The parties will form an ad-hoc

committee to resolve issues that may arise in connection with the implementation of paragraph (g) prior to implementation. Once those issues have been resolved by mutual agreement of the Employer and Union, employees will have ninety (90) days from the date of resolution to enroll in direct deposit and register for GreenSlips.

Section 4.7 Pay for Salaried Employees

Salaried Employees in the titles Plumbing Inspector, House Drain Inspector, Supervising House Drain Inspector, Plumbing Inspector In-Charge, Assistant Chief Plumbing Inspector and Chief Plumbing Inspector shall have their salary calculated based on 2060 hours of work effective July 1, 2023. Effective July 1, 2024, their salary will be based on 2080 hours of work, in accordance with the system used to calculate pay for Assistant District Superintendent.

Section 4.8 COVID-19 Pandemic Pay

In recognition of employees' service during the continuing COVID-19 pandemic, all employees who were on the payroll, on approved leave, on layoff with recall rights, or were seasonal employees eligible for rehire, at any time between July 1, 2022, and the date of final ratification of this Agreement, and specifically including former employees who retired or were otherwise separated from service on or after July 1, 2022, shall receive (1) a one-time, lump sum bonus of \$1,000.00 on January 1,

2024 and (2) a one-time, lump sum bonus of \$2,000.00 on January 1, 2025.

ARTICLE 5
HOURS OF WORK

Section 5.1

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

Section 5.2 The Work Week

The work week shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday.

The normal work week shall consist of five (5) consecutive eight-hour days, Monday through Friday, and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

Section 5.3 The Work Day

The normal workday shall begin at 8:00 a.m. and end at 4:30 p.m., including a one-half (1/2) hour unpaid lunch period, except where different hours are currently in effect.

Notwithstanding the foregoing, it is agreed that the Employer may change the established starting time of the Monday through Friday workday for a department, bureau, work unit, crew or individual upon fourteen (14) days written notice to the Union and

affected employees, and discussion with the Union. Said starting times shall not be scheduled more than two (2) hours before the regular starting times currently in effect in this Agreement. All such changes, unless otherwise agreed to by the parties, shall be in effect for a minimum of one (1) week, and shall provide for the same starting times each day of that period. No employee shall be placed on a split shift without agreement by the Union. Failure to comply with this provision shall result in the payment of appropriate premium time to affected employees.

Section 5.4 Overtime

Overtime and premium pay for employccs shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement which is negotiated in the private sector and which historically and traditionally governs said payment. The Union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed prior to the start of the regular shift on a regularly scheduled work day and all work performed after eight (8) hours worked in any 24 hour period; or on Saturday as such when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked in the Employer's work week, shall be paid for at one and one-half (1 1/2) times the regular straight time hourly rate of pay. All work performed on Sunday,

when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen-minute segments. Employees exempt from the Fair Labor Standards Act shall be given compensatory time on an hour for hour basis for all overtime worked Monday through Friday and will continue to receive overtime on a cash basis for Saturday and Sunday overtime as per the parties' practice. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked. All overtime earned under this Section shall be paid to employees, not later than the second regular payday following the end of the payroll period in which it is earned.

Section 5.5 Reporting Pay

When an employee reports for his or her regularly scheduled shift, the employee shall receive a minimum of two (2) hours work or pay at the employee's regular straight time hourly rate, unless the employee was told at least three hours prior to his or her normal starting time not to report for work, except for reasons beyond the Employer's control. To be eligible for pay under this provision, employees must advise the designated person within the Department of his or her current telephone number.

If the employee works more than two (2) hours, he or she shall receive a minimum of four (4) hours work or pay for that day. If the employee works more than four (4) hours, he or she shall be guaranteed eight (8) hours work or pay for that day. An employee who does not complete a normal eight (8) hour shift because he or she is sent home by the Employer shall have the option of using a portion of accrued vacation, personal or compensatory time for that day upon notice to the Employer.

Section 5.6 Call-In Pay

Except as otherwise agreed in writing, employees called in outside of their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate from the time that they arrive at their workplace.

The term "call-in pay" as used in this Section shall refer to an employee being brought back to work outside of his/her normal workday and shall not refer to any situation where the employee is brought into work or required to stay at work during periods which are contiguous to his/her regularly scheduled shift.

Section 5.7 Emergency Call Pay

In the event a General Foreman or Foreman is directed by the Employer to respond to emergency calls from home and outside of his or her regular working hours, he or she will be granted compensatory time at the appropriate rate for all verified time spent responding to the emergency from home, with a minimum of 15

minutes of compensatory time to be granted in any calendar day on which any such emergency responses were required, up to a maximum of two hours of compensatory time in any calendar day.

Section 5.8 Compensatory Time

Any banked overtime and / or compensatory time which employees have accumulated as of June 1, 2018, in excess of 160 hours shall be paid to employees in the form of cash within 30 days following June 1, 2018.

Employees who receive compensatory time under this agreement may elect to have such compensatory time paid out in the form of pay not later than the second regular payday following the end of the payroll period in which it is earned or may accumulate such time up to a maximum of 160 hours.

The use of compensatory time shall be subject to the operational needs of the Employer. All accumulated compensatory time in excess of 160 hours which has not been used or scheduled by June 1 in any calendar year will be paid to employees in the form of cash at their current rate of pay. Nothing herein shall be construed as to allow the Employer to force an employee to use accrued compensatory time.

ARTICLE 6
HOLIDAYS

Section 6.1 Current Holidays

(a) Full-time hourly employees shall receive eight hours straight-time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

(b) Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Casimir Pulaski Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

(c) Employees covered by this Agreement including probationary employees shall be entitled to one (1) paid personal day in each year of this Agreement. At the employee's option, the personal day may be scheduled in accordance with the vacation

selection procedures set forth in Article 7 of this Agreement. If the employee elects not to schedule said personal day in advance under the vacation selection procedures as provided above, such day shall be designated by the employee and shall not be denied by the Employer. If the employee is required or allowed to work on such a designated day, the employee shall receive the appropriate holiday premium rate. An employee may elect to carry over the personal day to the following calendar year provided such carry over shall not exceed five (5) personal days. Employees may not designate such personal day in connection with an existing holiday, Good Friday, or a vacation schedule unless requested by the employee upon ten (10) days written notice and approved by the Employer. New employees who commence work for the Employer after June 30 shall not be eligible for this personal day until the following calendar year.

(d) The benefits set forth in (a), (b) and (c) above shall be paid provided the employee is in pay status the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission shall not be unreasonably denied.

Section 6.2 Payment for Holiday

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1, he/she shall be paid at the rate of

two and one half (2.5) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

An employee working on Christmas, New Year's Day and Dr. Martin Luther King's Birthday, he/she shall be paid at the rate of two (2) times his/her regular hourly rate for all hours worked plus eight hours off with pay (compensatory time) if the employee is a full-time employee and pro rata time off if the employee is a part-time employee.

Section 6.3 Failure to Report to Work on Scheduled Holiday

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after

the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day. Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

ARTICLE 7
VACATIONS

Section 7.1 Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service prior to July 1, following his/her January 1 eligibility.

<u>Continuous Service Prior to July 1</u>	<u>Vacation</u>
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years or more	23 days
After 24 years	24 days
After 25 years	25 days

Section 7.2 Pro Rata Vacation

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for cause, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3 Forfeit of Vacation

All earned vacation leave shall be forfeited unless (1) the employee was denied vacation by the employer, or (2) the employee is on an approved leave of absence, or (3) the employee elects in

writing to carry over vacation days (up to five (5) days of accrued and unused vacation days for employees with less than ten (10) years of service, and up to seven (7) days of accrued and unused vacation days for employees with ten (10) or more years of service) for use individually or consecutively during the next vacation year, provided that notice of such election shall be given to the employer before December 15 of the vacation year. Carry over days shall not count against an employee's maximum number of single use vacation days provided for under this Agreement. ~~Such~~ carry over vacation days must be scheduled in the then current year for use in the next year. Cancellation or re scheduling of carry over days shall be controlled by the provisions set forth in the Agreement under Vacation Picks, and such carry over days must be taken on or before June 30 of the next vacation year (or within six (6) months, in the case of an employee's return from an approved leave of absence). Nothing herein shall limit or prohibit the Employer from allowing the employee to reschedule carry over before June 30th, or approving the rescheduling of carry over days beyond June 30th. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the twelve (12) months following the date in which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.

Section 7.4 Employees Laid-Off or Discharged

Employees who are terminated for cause are not entitled to any vacation pay not taken. An employee who resigns in lieu of discharge is entitled to the amount of vacation pay in their bank at the time of resignation. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower, or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Rate of Pay

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Selection

Vacation picks will be granted by classification seniority, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can

be on vacation at any one time without hindering the operation of the Department. The Department will not designate any time or period during the calendar year when eligible employees would be prohibited from scheduling and taking vacation time.

Employees shall make vacation picks at a time and in the manner currently provided for by their Department. The Department will respond to the employees' request for specific vacation dates within a reasonable period of time after the request is made, but not more than fourteen (14) days from the date the request is received by the Department, except in cases where the request is made for a vacation to be scheduled within fourteen (14) days. The Department will not arbitrarily cancel an approved vacation selection absent a severe emergency situation caused by an act of God (e.g., snow, flood, storms), a severe manpower shortage which may seriously hinder the Department's operations, or where an employee possesses a unique skill indispensable to the immediate performance of a Department's operation. Any such cancellation of the vacation pick shall result in the payment of the vacation pay (thereby reducing the total of the employee's accrued vacation time) plus payment to the employee of the appropriate pay rate for all hours worked as if it were a normal workday, or for a normal work day, whichever is greater, unless the employee voluntarily agrees to reschedule the vacation days lost.

Cancellation of approved vacation requests which would result in serious provable financial loss to an employee shall occur only in the most extreme emergencies. In the event of such cancellation, the Employer will reimburse the employee for reasonable losses incurred as a direct result of the cancellation, (e.g., cost of rescheduling airline tickets, deposit forfeitures, and the like).

Section 7.7 Non-Consecutive Vacation Days

Employees may receive up to nine (9) of their vacations days one or more day(s) at a time as days off in each year. Such days off shall be scheduled pursuant to Section 7.6 above (Vacation Selection). Such day(s) off shall be approved by the employee's supervisor and such approval shall not be unreasonably withheld. If the employee seeks such days so late in the vacation year that the employee's supervisor cannot reasonably grant the employee's request, such days shall be scheduled by the Employer prior to the year-end. If an employee schedules a week-long vacation and a holiday falls within the week (for example, the employee works a Monday - Friday work week and the holiday falls on Tuesday) the vacation days scheduled for the week will be considered consecutive vacation days (for example, Monday will be considered consecutive with Wednesday, Thursday, and Friday), and the employee would not be charged with a single, non-consecutive vacation day (VVF). Furthermore, if an employee schedules two (2) or more vacation

days on either side of his/her regularly scheduled days off and then schedules a single vacation day on the opposite side of the regularly scheduled days off, then the single day shall be considered consecutive with the other vacation days and the employee shall not be charged with a single vacation day. Nothing herein shall limit or prohibit the Employer from approving additional single vacation days.

Employees may designate and use at their option up to nine (9) of their vacation days in each year of this Agreement as sick days to cover periods of bona fide medical illness or the illness of family members, who shall include (or may be expanded upon by the City): (i) mother, father, husband, wife, brother or sister (including blood, step or half), son or daughter (including blood, step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents or grandchildren; or (ii) domestic partner or the domestic partner's mother, father, son or daughter (including blood, half, step or adopted), provided that the employee's domestic partner is registered with the Department of Human Resources. The Employer reserves the right to ask the employee to furnish proof of said illness. An employee desiring to use vacation days as sick days under this provision shall inform the representative of the Employer who employees are told is designated for such purposes of that fact at the time he/she calls in to report an illness. Salaried employees who currently are

receiving sick days under this Agreement shall be ineligible to use vacation days as sick days while they have available unused sick days.

If due to a public health emergency an employee is required to care for a minor child whose classroom, school or daycare is closed, unavailable or quarantined, an employee may use vacation time.

ARTICLE 8
CONTINUOUS SERVICE

Section 8.1 Definition

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service

(a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:

- (1) absences without leave

- (2) absences due to suspension
- (3) Unpaid leave of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement.

(b) Seasonal employment of 120 days or less in any calendar year shall not be credited toward continuous service for the time worked.

(c) Seasonal employment in excess of 120 days in any calendar year shall be credited toward continuous service.

Section 8.3 Break in Service

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative (including such absences, following notice from the Employer of return to work, occurring after expiration of an approved leave of absence) unless the circumstances preclude the Employee, or someone on his behalf, from giving such notice, does not actively work for the Employer for twelve (12) months (except for approved full time Union representative leaves or medical leaves of absence and duty disability leaves), or is on layoff for more than twelve

(12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.4 Probationary Employment

New employees, hired after ratification of this Agreement, will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after twelve (12) months shall be career service employees and shall have their seniority date made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, (1) after the first six (6) months of the probationary period, if the Employer intends to impose a disciplinary suspension on the probationary employee where the suspension would result in a loss of pay, prior to imposing the suspension, except in emergency or where the employee is unavailable, the Employer shall notify the employee and the Union and, upon request from the Union, will schedule a meeting with the Union and the employee to discuss and allow the employee to respond to the accusations, and/or (2) if the Employer, within its