

COLLECTIVE
BARGAINING
AGREEMENT

Between

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

And

CITY OF CHICAGO

Effective July 1, 2017
Through
June 30, 2022

Ratified by City Council on: January 17, 2018

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

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	2
ARTICLE 3 - NON-DISCRIMINATION.....	4
Section 3.1 Equal Employment Opportunities.....	4
Section 3.2 No Discrimination.....	4
Section 3.3 Grievance of Alleged Violation.....	4
Section 3.4 Reasonable Accommodation.....	4
ARTICLE 4 - WAGES.....	5
Section 4.1 Prevailing Wage Rates.....	5
Section 4.2 Prevailing Rate Adjustments.....	5
Section 4.3 Non-Prevailing Rate Governing July 1, 2017 and June 30, 2022.....	5
Section 4.4 Retroactivity.....	7
Section 4.5 Out of Grade Pay.....	7
Section 4.6 Payment of Wages.....	9
ARTICLE 5 - HOURS OF WORK.....	11
Section 5.1.....	11
Section 5.2 The Work Week.....	11
Section 5.3 The Work Day.....	12
Section 5.4 Overtime.....	12
Section 5.5 Reporting Pay.....	14
Section 5.6 Call-In Pay.....	14
Section 5.7 Emergency Call Pay.....	15
Section 5.8 Compensatory Time.....	15
ARTICLE 6 - HOLIDAYS.....	16
Section 6.1 Current Holidays.....	16
Section 6.2 Payment for Holiday.....	17
Section 6.3 Failure to Report to Work on Scheduled Holiday.....	18
Section 6.4 Holiday Observance.....	18
ARTICLE 7 - VACATIONS.....	19

Section 7.1	Amount.....	19
Section 7.2	Pro Rata Vacation.....	19
Section 7.3	.....	20
Section 7.4	Employees Laid-Off or Discharged.....	21
Section 7.5	Rate of Pay.....	22
Section 7.6	Selection.....	22
Section 7.7	Non-Consecutive Vacation Days.....	23
ARTICLE 8 - CONTINUOUS SERVICES.....		25
Section 8.1	Definition.....	25
Section 8.2	Interruption in Service.....	25
Section 8.3	Break in Service.....	26
Section 8.4	Probationary Employment.....	27
ARTICLE 9 - GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS.....		28
Section 9.1	.....	28
Section 9.2	Joint Labor Management Cooperation Committee On Health Care.....	31
Section 9.3	.....	32
Section 9.4	.....	32
Section 9.5	.....	33
ARTICLE 10 - LEAVES OF ABSENCE.....		34
Section 10.1	Bereavement Pay.....	34
Section 10.2	Military Leave.....	35
Section 10.3	Jury Duty Leave/Subpoena.....	36
Section 10.4	Sick Leave.....	36
Section 10.5	Duty Disability Leave.....	37
Section 10.6	Personal Leave.....	38
Section 10.7	Medical Leave.....	40
Section 10.8	Union Leave.....	41
Section 10.9	Paid Parental Leave.....	41
ARTICLE 11 - DISCIPLINE AND GRIEVANCE ARBITRATION.....		43
Section 11.1	.....	43
Section 11.2	Procedure For Department Review of Disciplinary Action Including Suspension.....	47
Section 11.3	Grievance and Arbitration.....	50
ARTICLE 12 - NO STRIKES-NO LOCKOUT.....		66
Section 12.1	No Strikes.....	66
Section 12.2	Union Efforts.....	66
Section 12.3	Discipline.....	67
Section 12.4	No Lockout.....	67
ARTICLE 13 - DUES CHECK-OFF AND FAIR SHARE.....		67

Section 13.1	Indemnification/Authorization	67
Section 13.2	Fair Share.....	68
Section 13.3	Right of Non-Association.....	68
Section 13.4	Condition of Employment.....	69
ARTICLE 14 - MISCELLANEOUS.....		69
Section 14.1	Job Titles.....	69
Section 14.2	Traditional Work.....	70
Section 14.3	Jurisdictional Disputes.....	71
Section 14.4	Deferred Compensation	73
Section 14.5	Rules of Conduct Changes.....	74
Section 14.6	Safety.....	74
Section 14.7	Information to Union	76
Section 14.8	Subcontracting.....	77
Section 14.9	Automobile Reimbursement.....	78
Section 14.10	Telephone Expense Reimbursement.....	79
Section 14.11	Fitness For Duty	76
ARTICLE 15 - LAYOFF AND RECALL.....		80
Section 15.1	Notice of Layoff.....	80
Section 15.2	Order of Layoff.....	81
Section 15.3	Bumping.....	81
Section 15.4	Recall.....	82
Section 15.5	Hiring During Layoffs.....	82
Section 15.6	Lottery.....	82
ARTICLE 16 - BALANCING THE WORKFORCE AND REASSIGNMENT PROCEDURE.....		83
ARTICLE 17 - FILLING OF PERMANENT VACANCIES.....		84
Section 17.1	Definition of Vacancy.....	84
Section 17.2	Filling of Permanent Vacancies.....	84
Section 17.3	Recall.....	84
Section 17.4	Rights of Employees in Abolished Classes...	84
Section 17.5	Transfer Request Procedure.....	85
Section 17.6	Posting.....	85
Section 17.7	Acting In A Lower-Rated Job.....	90
Section 17.8	Detailing.....	90
ARTICLE 18 - SEPARABILITY.....		91
ARTICLE 19 UNION REPRESENTATION.....		91
Section 19.1	Union Stewards.....	91
Section 19.2	Right of Access.....	92
ARTICLE 20 - DRUG AND ALCOHOL PROGRAM.....		92
Section 20.1	Policy Statement.....	92

Section 20.2	Definitions.....	93
Section 20.3	Disciplinary Action.....	94
Section 20.4	Drug and Alcohol Testing.....	95
Section 20.5	Employee Assistance Program.....	98
ARTICLE 21 - JOINT APPRENTICESHIP AND TRAINING PROGRAM		
INITIATIVE.....		98
Section 21.1.....		98
Section 21.2.....		99
ARTICLE 20 - RATIFICATION AND TERMINATION.....		100
ARTICLE 21 - TERM OF AGREEMENT.....		102
SIDE LETTER - JOINT APPRENTICESHIP AND TRAINING PROGRAM		
INITIATIVE: LMCC REFERRAL.....		107
SIDE LETTER - HEALTH CARE PLAN: LMCC REFERRAL.....		109
SIDE LETTER - FOUR 10 HOUR DAY WORKWEEK.....		111

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 layoff 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, 2017, 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 2017, through the period ending June 30, 2022, 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 Governing July 1, 2017-
June 30, 2022**

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:

- Effective 01/01/2018 - 2.00%
- Effective 01/01/2019 - 2.25%
- Effective 01/01/2020 - 2.00%
- Effective 01/01/2021 - 2.25%
- Effective 01/01/2022 - 2.00%

"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, 2017** 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 of 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 work day. 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. 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 pay check, 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 pay check.

- (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 \$5.00 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), overtime earned under the City's emergency snow removal program, 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.

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 work day 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 work day 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 employees shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable