ADDENDUM No. 2
FOR
REQUEST FOR PROPOSALS (RFP) FOR
MANAGEMENT AND OPERATION OF PUBLIC PARKING AND GROUND TRANSPORTATION FACILITIES
AT CHICAGO O’HARE INTERNATIONAL AIRPORT

SPECIFICATION NO. 1157052

For which Request for Proposals are due in the office of the Chief Procurement Officer, Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 at 4:00 p.m., Central Time on May 21, 2020.

The following revisions and/or changes are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in full force and are binding. Any additional work required by this Addendum shall conform to the applicable provisions of the original Contract Documents.

PROPOSER MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM

SECTION 1. NOTICE OF REVISIONS/CHANGES/CLARIFICATIONS

1. The RFP Questions and Clarifications Due Date has been extended to May 22, 2020. Send all questions to thomas.magno@cityofchicago.org.

2. The Proposals Due Date has been extended to June 18, 2020.

3. Section 1.E. “Deadline and Procedures for Submitting Proposals” is hereby deleted in its entirety and replaced with the following to change the paper submission process:

   1. Proposals are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the Bid Documents, or any addendum issued by the City to change such Proposal Due Date. No proposal will be accepted after the Proposal Due Date. The time of the receipt of the bid will be determined solely by the “Time of Quote” generated by the iSupplier system.

   Preparing Proposals: Submit required Information by uploading as attachment(s) to the electronic bid submission in iSupplier.

   “iSupplier” refers to the City’s eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts.

   iSupplier vendor portal registration is required. Allow three (3) business days to complete registration.

   2. Submit your Proposals to: http://www.cityofchicago.org/eProcurement
Combining multiple PDF attachments is strongly encouraged in order to minimize the number of uploaded attachments.

In order to be able to submit a proposal in eProcurement, Respondent must enter .01 in the "Quote Price / Unit Price" field. This is an e-procurement system requirement. Do not enter your proposed pricing in the "Quote Price / Unit Price" field.

Respondent must read Appendix 1 - eProcurement for more details regarding electronic access to RFP abstract and documents to be submitted electronically and uploaded as attachments to your proposed submission.

APPENDIX 1
ePROCUREMENT

This RFP is now an eProcurement RFP. Proposals are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic proposal and providing Contractors with access to contract, ordering and payment information for their City contracts.

1. Obtaining the Proposal Documents

Respondents are solely responsible for obtaining all RFP Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Services ("DPS") website at the following URL:

http://www.cityofchicago.org/eProcurement

Click on "Current RFP/RFQs."

In order to receive notice of clarifications and addenda, Respondents must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Respondents up for notifications.

RFP Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists, go to “Get Started Online” and search by the specification number.

2. Clarifications and Addenda

The City will send an email notification to Respondents who have indicated intent to respond to an RFP that an Addendum or Clarification has been issued. The Clarifications and Addenda incorporated into the electronic RFP document available at the following URL:

https://www.cityofchicago.org/eProcurement

Respondents that have indicated interest in an RFP will receive email notification that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Respondents from the obligation to respond according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.
Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic proposal. Any harm to the Respondents resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

3. Questions Regarding the RFP Documents

All inquiries regarding the RFP Documents or procurement process may be directed to the Senior Procurement Specialist in iSupplier via online discussion.

Respondents may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Respondents cannot rely on oral or informal responses; such answers will not be binding upon the City.

4. Completion of the RFP Documents

Each Respondent must submit documents per RFP Section II. Required Information: Scan and upload all forms and required information as attachments to the electronic proposal submission. Respondent may not change any of the RFP Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal and will not be binding upon the City.

5. Date, Time, and Place

Proposals are to be submitted electronically to the Department of Procurement on the date and prior to the time stated above, or any addendum issued by the City to change such Proposal Due Date. No Proposal will be accepted after the Proposal Due Date. The time of the receipt of the Proposal will be determined solely by the “Time of Quote” generated by the iSupplier system.

6. Technical Assistance

If you required technical assistance go to https://www.cityofchicago.org/eProcurement click the “Help” tab.

4. Solicitations converted to eProcurement: eProcurement 101 Workshops

ePROCUREMENT 101: eProcurement applies digital technology to the acquisition of goods and services. The City has been phasing in this process, which has now become the standard solicitation method due to statewide shelter in place requirements. This class focuses on assisting prospective bidders and proposers with registering for an iSupplier account and submitting an online bid to the City of Chicago. This class is open to all interested in doing business with the City. Vendors who need to respond to an eProcurement solicitation in the near future as a result of a recent conversion from paper solicitations are encouraged to attend.

This workshop is offered virtually (online) on 5/14, and 5/21 at 2:00 p.m. If you are interested in attending, please pre-register by emailing thomas.magno@cityofchicago.org with the subject line: eProcurement 101 24 hours in advance. Indicate which date you would like to attend. You will be sent a link to the workshop.

5. Insert the following ATTACHMENT 2-D TO EXHIBIT 2: WAGE AND BENEFIT REQUIREMENTS FOR SECURITY AND CUSTODIAL ROLES.
END OF ADDENDUM NO. 2

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER
ATTACHMENT 2-D TO EXHIBIT 2: WAGE AND BENEFIT REQUIREMENTS FOR SECURITY AND CUSTODIAL ROLES

General Requirements

This Attachment sets forth general guidelines for wage and benefit policies which each Contractor is expected to follow for Employees who work in security and custodial roles. These guidelines supplement the general wage provisions found in the RFP documents for general parking management Employees, and where applicable, supersede them for security and custodial roles only. Any deviation from the guidelines stated in this Attachment, including for adherence to existing collective bargaining agreements, must be approved by the City of Chicago Department of Aviation. Contractors must also stay abreast of any changes in federal, state, or local labor and employment law that may occur over the term of the contract, and implement any changes necessary to remain compliant at all times. Any federal, state, or local laws which introduce policies more generous than those stated in these guidelines must be followed. All guidelines apply to all Contractors as well as any subcontractors.

Requirements for Security Employees

I. WAGES

A. Seniority

Contractor will base wages and benefits on the Security Employee’s (“Employee's”) seniority. An Employee's “Seniority Date” shall be their first date of employment working in a security role at O'Hare International Airport. “Seniority” is determined by the length of the Employee’s continuous service at O'Hare in a security role. Seniority is not broken by a change in the employing contractor at O'Hare, and is not otherwise broken except by discharge for cause, resignation, or layoff for more than one year.

B. Wage Rate

1. Base Hourly Wage Rate

   a. Employees hired prior to April 30, 2016

Employees hired prior to April 30, 2016 must be paid a minimum rate of $15.90 per hour. On April 26, 2021, Employees must receive a rate increase of at least $0.45 per hour, or a minimum rate of $16.35 per hour, whichever is greater. On April 26, 2022, Employees must receive an increase of at least $0.45 per hour, or a minimum rate of $16.80 per hour, whichever is greater, unless a higher required rate is set by the City at that time. Those rates will remain until a higher rate is set by the City.

   The rates stated above will be superseded by any more favorable changes made to the Chicago Minimum Wage Ordinance.

   b. Employees hired on or after April 30, 2016

Employees hired on or after April 30, 2016 must be paid, at minimum, the following wages:

<table>
<thead>
<tr>
<th>Level</th>
<th>Award Date</th>
<th>4/26/2021</th>
<th>7/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1: Begins on Start Date</td>
<td>$14.00</td>
<td>$14.25</td>
<td>$15.00</td>
</tr>
<tr>
<td>Level 2: Begins on 1st Anniversary of Start Date</td>
<td>$14.20</td>
<td>$14.45</td>
<td>$15.20</td>
</tr>
<tr>
<td>Level 3: Begins on 2nd Anniversary of Start Date</td>
<td>$14.40</td>
<td>$14.65</td>
<td>$15.40</td>
</tr>
<tr>
<td>Level 4: Begins on 3rd Anniversary of Start Date</td>
<td>$14.60</td>
<td>$14.85</td>
<td>$15.60</td>
</tr>
<tr>
<td>Level 5: Begins on 4th Anniversary of Start Date</td>
<td>$14.80</td>
<td>$15.05</td>
<td>$15.80</td>
</tr>
</tbody>
</table>

On April 26, 2022, the rates effective July 1, 2021 will each increase by 25 cents per hour for each respective length of service, unless a higher required rate is determined by the City at that time. If
a higher rate is not set at that time, the rate effective April 26, 2022 will remain until a new rate is set.

If the Employee’s rate is already equal to or greater than the minimum wages set forth above, the Employee will receive a minimum increase of $0.45 on each anniversary of their service.

The rates stated above will be superseded by any changes made to the Chicago Minimum Wage Ordinance.

2. Retention
Contractor agrees that it shall not attempt to effectuate wage cost reductions by discharging (without cause) more senior Employees in order to hire less experienced replacements. Accordingly, Contractor agrees to adhere to the following retention guidelines:

Retention of Employees from Level 1: 85% (must not terminate more than 15% of Employees during their first year)

Retention of Employees from Level 2: 85% (must not terminate more than 15% of remaining Employees during their second year)

Retention of Employees from Level 3: 90% (must not terminate more than 10% of remaining Employees during their third year)

Retention of Employees from Level 4: 93% (must not terminate more than 7% of remaining Employees during their fourth year)

Contractor must retain (that is, continue to employ and not terminate, except for cause) these percentages of their workforce throughout the term of the contract. These percentages do not include voluntary termination of employment by the Employee, or any layoffs in excess of the guidelines which are authorized by the City. If Contractor terminates, without cause, a higher percentage of Employees at a certain Level than is allowed by these guidelines, the most senior Employees in the Level below would be bumped up to the next Level’s pay rate to maintain overall seniority equal to the required retention percentages. Those bumped up Employees would remain at that Level until they reached the next anniversary of their start date, and progressed to the next Level normally according to Section 1 above. This may result in some Employees remaining at Level 2, 3, 4, or 5 for over 12 months.

For example, if Contractor hires 400 Employees, it must not terminate more than 15% (60) Employees in their first year without cause. Contractor must not terminate more than 15% (51) of those remaining 340 Employees in their second year. If Contractor terminates 60 Employees in their second year without cause, Contractor would be required to pay the nine most senior Employees in Level 1 at the Level 2 rate. Those nine Employees would remain at the Level 2 pay rate until the second anniversary of their start date (when they would enter their third year of employment), and would thus enter Level 3 per the schedule in Section 1 above.

C. Payment Provisions

1. Call-In Pay
An Employee who is required to work on their regular day off shall be given at least four (4) hours of work.

2. Pay Days
Employees must be paid at least every two (2) weeks. If a regular pay day falls on a holiday, Employees must be paid on the day before the holiday and paychecks must be dated accordingly.

3. Overtime and Sundays
All work in excess of forty (40) hours in one workweek constitutes overtime and must be paid at the rate of 1.5 times the Employee’s regular hourly rate. Employees must be given at least one (1) day off in each workweek.
4. **Breaks**
   Each Employee must be given a minimum of 10 minutes of paid break per every four (4) hours worked. Each Employee who works 7.5 hours per day or more must be given, at minimum, a 20 minute unpaid lunch break within the first five (5) hours of their shift.

II. **HOLIDAYS, VACATION, AND LEAVE**

A. **Holiday Pay**

1. **Observed Holidays**
   Contractor must provide Employees with paid full days off to observe the following Holidays: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees must also be provided with a full day off on New Year’s Eve OR Christmas Day, or that day may be divided in two for a half day off each on Christmas Eve and New Year’s Eve. Contractor must provide Employees with a paid day off to observe their birthday after completing one year of service; if their birthday falls on one of the other holidays listed above, the Employee will be paid for both holidays.

In addition to the Holidays provided above, Employees who have completed at least one full year of service must be entitled to, at a minimum, four paid personal holidays, taken on days mutually acceptable to Contractor and Employee, with at least two (2) hours’ notice prior to the start of their shift.

Whether a holiday falls on an Employee’s regular work day or day off, he or she must be paid for eight (8) hours at straight time. If the holiday falls on an Employee’s regular work day, the holiday time shall be credited as time worked in computing overtime.

For Employees required to work on Holidays, Contractor must pay the Employees for such hours at one and one-half times their regular hourly rate, in addition to the pay they receive for the Holiday itself. Employees scheduled to work on a holiday who do not report for work or call in prior to their starting time are not eligible to receive holiday pay.

B. **Vacations**

1. **Paid Vacation**
   Based on continuous years of service (notwithstanding leaves of absence for sickness, maternity or other reasons agreed to by Contractor), Contractor must provide regularly-employed Employees on this Contract with paid vacation days per year as follows:
   - One year: one week
   - Two years: two weeks
   - Six years: two weeks and one day
   - Seven years: two weeks and two days
   - Eight years: two weeks and three days
   - Nine years: two weeks and four days
   - Ten years: three weeks
   - Eighteen years: four weeks
   - Twenty-five years: five weeks

   An additional day’s vacation (or ½ day in the case of one-half day holidays) shall be allowed for an Employee whose vacation period includes one of the holidays listed in Section II(A)(1) above.

   A week's vacation shall be computed upon the Employee's regularly scheduled weekly hours of work for the fifty-two (52) weeks preceding his or her vacation. If an Employee has worked less than fifty-two (52) weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the Employee has worked. Vacation rights of Employees shall not be affected by a change in contractor so long as they continue to work at O'Hare.
Employees must accrue vacation time at a minimum pace of 1 hour of vacation time per 40 hours worked, up to the amounts stated above. Contractor may choose to allow Employees to accrue vacation time at a quicker pace, or Contractor may choose to award all vacation time at once at the start of that Employee’s year of employment. Contractor must allow Employees to roll over at least 20 hours of unused vacation time.

The provisions in this section are in lieu of the rights and benefits provided by the Chicago Paid Sick Leave Ordinance.

2. Payment Provisions
Vacation checks for any approved vacation time requested by an Employee at least thirty (30) days in advance must be paid to the Employee before the beginning of the scheduled vacation.

Vacation time must be credited as time worked when calculating overtime. Employees required to work on scheduled vacation days must be paid for hours worked on such days at 1.5 times their regular hourly rate in addition to vacation pay.

Any Employee whose employment is terminated for any reason shall be compensated for any accrued (earned on a pro rata basis for the percentage of the year worked) and unused vacation time on their final paycheck.

C. Funeral Leave
Contractor must pay Employees for necessary absence of up to three scheduled workdays due to a death in the Employee’s immediate family. “Immediate family” means an Employee’s: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent or grandchild.

D. Jury Service
Contractor must pay Employees the difference between the pay the Employee would normally receive, excluding overtime, and the amount received for jury service, for a period of up to four (4) weeks. Contractor may require evidence of jury service from the Employee.

E. Leaves of Absence
Contractor must grant an unpaid leave of absence in writing due to illness or disability, substantiated by medical approval, for Employees meeting the following requirements:

- One year to three years’ seniority: six months leave
- Three years to five years’ seniority: nine months leave
- After five years’ seniority: one year leave

Contractor must grant reasonable requests for non-medical leave of absence of up to fourteen (14) days after two (2) years and up to ninety (90) days after five (5) years of seniority.

Employees who have less than one year’s seniority are not entitled to leave. Seniority is defined as the length of service of a regular Employee on a job site. Seniority shall continue to accumulate and accrue during leaves of absence described above.

The provisions of the Family Medical Leave Act, where more favorable, shall supersede this section.

III. BENEFITS

A. Health and Welfare
Contractor must provide a health and welfare benefits package to Contractor’s (and its subcontractor’s) personnel on this Contract. Contractor must contribute a minimum of $923.87 per Employee per month towards health and welfare benefits for full-time Employee, until June 30, 2021. After that date, the rate of $923.87 will remain until a new rate is determined.

Contractor may prorate these amounts if an Employee’s employment commences or terminates mid-month. An Employee is considered full-time if they work 120 or more hours per month. Paid vacations, holidays, and funeral leave are to be treated as time worked for this purpose.
Contractors must continue to provide benefits in the amount stated above to Employees who are on a medical leave of absence permitted by Section II(E).

B. Pension
Contractor must provide a pension/retirement package to Contractor’s (and its subcontractor’s) Custodial Employee personnel on this Contract to which Contractor will, at a minimum, contribute the amount set forth below. During the following time periods, Contractor must contribute the following monetary amount towards pension/retirement benefits:

From the award date through April 30, 2022 - $50.00 per Employee per week for each Employee regularly scheduled to work 30 or more hour per week and who actually works at least 50% of the Employees scheduled workweek. In the event an Employee does not work at least 50% of the scheduled workweek, or is not regularly scheduled to work more than 30 hours per week, the rate is $1.25 per hour for all hours actually worked. These rates will remain after April 30, 2022 unless the City directs otherwise.

Paid holidays, paid vacations, and funeral absence are deemed time worked for pension contribution purposes. Pension contribution shall continue when Employees are on leave of absence pursuant to Section II(E).

Requirements for Custodial Workers

I. WAGES

A. Seniority
Contractor will base wages and benefits on the Custodial Worker’s seniority. A Custodial Worker’s “Seniority Date” shall be their first date of employment working in a custodial role at O’Hare International Airport. “Seniority” is determined by the length of the Worker’s continuous service at O’Hare in a custodial role. Seniority is not broken by a change in the employing contractor at O’Hare, and is not otherwise broken except by discharge for cause, resignation, or layoff for more than one year (two years in the case of Employees with ten or more years or service).

B. Wage Rate

1. Base Hourly Wage Rate
If a Custodial Worker is in his/her 5th year of employment (i.e. more than 5 years have passed since the Worker’s Seniority Date), and thereafter, the following wage rate applies:

From the effective date of this Contract through April 4, 2021 - $18.95 per hour.
The rate of $18.95 per hour will remain until a new rate is determined.

For all other Custodial Workers, wage rates apply at the following “Levels”:

Level 1: During a Worker’s 1st year of employment. Pay rate is $3.40 below the rate of 5th year Employees.

Level 2: Begins on the 1st anniversary of the Worker’s start date and encompasses the Worker’s 2nd year of employment. Pay rate is $2.90 below the rate of 5th year Employees.

Level 3: Begins on the 2nd anniversary of the Worker’s start date and encompasses the Worker’s 3rd year of employment. Pay rate is $2.40 below the rate of 5th year Employees.
2. Retention
Contractor agrees that it shall not attempt to effectuate wage cost reductions by discharging more
senior Employees in order to hire less experienced replacements. Accordingly, Contractor agrees
to adhere to the following retention guidelines:

Retention of Workers from Level 1: 85% (must not terminate more than 15% of Workers during
their first year)

Retention of Workers from Level 2: 85% (must not terminate more than 15% of remaining
Workers during their second year)

Retention of Workers from Level 3: 90% (must not terminate more than 10% of remaining
Workers during their third year)

Retention of Workers from Level 4: 93% (must not terminate more than 7% of remaining
Workers during their fourth year)

Contractor must retain (that is, continue to employ and not terminate, except for cause) these
percentages of their workforce throughout the term of the contract. These percentages do not
include voluntary termination of employment by the Worker, or any layoffs in excess of the guidelines
which are authorized by the City. If Contractor terminates, without cause, a higher percentage of
Workers at a certain Level than is allowed by these guidelines, the most senior Workers in the Level
below would be bumped up to the next Level’s pay rate to maintain overall seniority equal to the
required retention percentages. Those bumped up workers would remain at that Level until they
reached the next anniversary of their start date, and progressed to the next Level normally according
to Section 1 above. This may result in some Workers remaining at Level 2, 3, or 4 for over 12 months.

For example, if Contractor hires 400 Employees, it must not terminate more than 15% (60)
Employees in their first year without cause. Contractor must not terminate more than 15% (51) of
those remaining 340 Employees in their second year. If Contractor terminates 60 Employees in their
second year without cause, Contractor would be required to pay the nine most senior Employees in
Level 1 at the Level 2 rate. Those nine Employees would remain at the Level 2 pay rate until the
second anniversary of their start date (when they would enter their third year of employment), and
would thus enter Level 3 per the schedule in Section 1 above.

3. Premium Work
Contractor must pay a premium of fifty cents ($0.50) per hour if the following work is performed:

• High level work – 12 feet and over from floor level
• Loading and unloading of trucks and dock labor – after two hours in one day – from first
  hour of work
• Moving and storing of construction equipment and material
• Moving furniture

4. Custodial Supervisors
Custodial Supervisors receive an additional $0.20/hour of the appropriate rate above or $0.20/hour
above the highest paid Employee being supervised, whichever is greater.

C. Payment Provisions

1. Call-In Pay
An Employee not scheduled to work on a Saturday or Sunday who is called in to work shall be given
at least four (4) hours of work.

2. Pay Days
Employees must be paid at least every two (2) weeks. If a regular pay day falls on a holiday, Employees must be paid on the day before the holiday and paychecks must be dated accordingly.

3. Overtime and Sundays
   All work in excess of forty (40) hours in one workweek constitute overtime and must be paid at the rate of 1.5 times the Employee’s regular hourly rate. Additionally, all work done on Sunday must be paid at 1.5 times the Employee’s regular hourly rate.

II. HOLIDAYS, VACATION, AND LEAVE

A. Holiday Pay

1. Observed Holidays
   Contractor must provide Custodial Workers with paid full days off to observe the following Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Workers must also be provided with a full day off on New Year’s Eve OR Christmas Day, or that day may be divided in two for a half day off each on Christmas Eve and New Year’s Eve. Contractor must provide Workers with a paid day off to observe the day after Thanksgiving OR such other day as may be mutually acceptable to the City, Contractor and Worker (or Union, if applicable) (i.e., Martin Luther King’s Birthday, Presidents’ Day, Lincoln’s Birthday, or Good Friday).

   For Custodial Workers required to work on Holidays, Contractor must pay the Workers for such hours at one and one-half times their regular hourly rate, in addition to the pay they receive for the Holiday itself.

   In addition to the Holidays provided above, Custodial Workers who have completed at least one full year of service must be entitled to, at a minimum, four paid personal holidays: three on a day mutually acceptable to Contractor and Worker, and the other on the Worker’s birthday or another day needed by the Employee.

   When a holiday falls on an Employee’s day off, he or she must be paid for eight (8) hours at straight time.

B. Vacations

1. Paid Vacation
   Based on continuous years of service (notwithstanding leaves of absence for sickness, maternity or other reasons agreed to by Contractor), Contractor must provide regularly-employed Custodial Workers on this Contract with paid vacation days per year as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>One week</td>
</tr>
<tr>
<td>Two</td>
<td>Two weeks</td>
</tr>
<tr>
<td>Six</td>
<td>Two weeks and one day</td>
</tr>
<tr>
<td>Seven</td>
<td>Two weeks and two days</td>
</tr>
<tr>
<td>Eight</td>
<td>Two weeks and three days</td>
</tr>
<tr>
<td>Nine</td>
<td>Two weeks and four days</td>
</tr>
<tr>
<td>Ten</td>
<td>Three weeks</td>
</tr>
<tr>
<td>Eighteen</td>
<td>Four weeks</td>
</tr>
<tr>
<td>Twenty-five</td>
<td>Five weeks</td>
</tr>
</tbody>
</table>

   An additional day’s vacation (or ½ day in the case of one-half day holidays) shall be allowed for an Employee whose vacation period includes one of the holidays listed in this Agreement.

   A week’s vacation shall be computed upon the Employee’s regularly scheduled weekly hours of work for the fifty-two (52) weeks preceding his or her vacation. If an Employee has worked less than fifty-two (52) weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the Employee has worked.

   Workers must accrue vacation time at a minimum pace of 1 hour of vacation time per 40 hours worked, up to the amounts stated above. Contractor may choose to allow Workers to accrue
vacation time at a quicker pace, or Contractor may choose to award all vacation time at once at the start of that Worker’s year of employment. Contractor must allow Workers to roll over at least 20 hours of unused vacation time.

2. Payment Provisions
Any Employee whose employment is terminated for any reason shall be compensated for any accrued and unused vacation time on their final paycheck.

C. Funeral Leave
Contractor must pay Custodial Workers for necessary absence of up to three scheduled workdays due to a death in the Worker’s immediate family. “Immediate family” means a Worker’s: current spouse, parent, step parent, child, step child, brother, sister, current father-in-law and mother-in-law, grandparent or grandchild.

D. Jury Service
Contractor must pay Custodial Workers the difference between the pay the Employee would normally receive, excluding overtime, and the amount received for jury service.

E. Leaves of Absence
Contractor must grant an unpaid leave of absence in writing due to illness or disability, substantiated by medical approval, for Workers meeting the following requirements:

- One year to three years’ seniority: six months leave
- Three years to five years’ seniority: nine months leave
- After five years’ seniority: one year leave

Workers who have less than one year’s seniority are not entitled to leave. Seniority is defined as “the length of service of a regular Employee on a job site; provided that new Employees shall be considered probationary Employees for the first 45 calendar days of employment.” Seniority shall continue to accumulate and accrue during leaves of absence described above.

III. BENEFITS

A. Health and Welfare
Contractor must provide a health and welfare benefits package to Contractor’s (and its subcontractor’s) personnel on this Contract. Contractor must contribute the following monetary amount towards health and welfare benefits for full-time Employees:

- From the award date through June 30, 2021: $923.87 per worker per month.
- The rate of $923.87 will remain until a new rate is determined.

Contractor may prorate these amounts if a Worker’s employment commences or terminates mid-month.

Contractors must continue to provide benefits in the amount stated above to Employees who are on a medical leave of absence.

B. Pension
Contractor must provide a pension/retirement package to Contractor’s (and its subcontractor’s) Custodial Worker personnel on this Contract to which Contractor will, at a minimum, contribute the amount set forth below. During the following time periods, Contractor must contribute the following monetary amount towards pension/retirement benefits:

- From the award date through April 4, 2021: $52.00 per Worker per week for each Employee regularly scheduled to work 30 or more hours per week and who actually work at least 50% of the Employees scheduled workweek. In the event an Employee does not work at least 50% of the scheduled workweek, or is not regularly scheduled to work more than 30 hours per week, the rate is $1.30 per hour for all hours actually worked up to $52.00/week. These rates will remain after April 4, 2021 unless the City directs otherwise.
Paid holidays, paid vacations, and funeral absence are deemed time worked for pension contribution purposes. Pension contribution shall continue when Employees are on medical leave of absence.