

ATTACHMENT

NO. **10**

Term Sheet for Collective Bargaining
Agreement between the City of Chicago
and:

CEMENT MASONS UNION, LOCAL 502

02023-0003884

ATTACHMENT 10

September 7, 2023

**Term Sheet for the Collective Bargaining Agreement between the Cement Masons Union,
Local 502 and the City of Chicago**

1. **Term:** July 1, 2022, through June 30, 2027—5 years (effective upon ratification by the bargaining unit and City Council)
2. **Base Salary Increases:** 18.25% - 24.25% (for non-prevailing wage rate employees)

Effective 7/1/22	3.0%
Effective 1/1/23	3.0%
*Effective 1/1/24	3.0% - 5.0%
*Effective 1/1/25	3.0% - 5.0%
*Effective 1/1/26	3.0% - 5.0%
Effective 1/1/27	3.25%

*In these years, the percentage increase varies depending upon the U.S. City Average CPI-U. If the CPI-U is 5% or more, then the percentage increase will be 5%. If it is between 3% and 5%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth of one percent. If it is 3% or less, the percentage increase will be 3%. The June CPI-U released in July of the preceding year will be used to determine the percentage increases in 2024, 2025 and 2026.

For prevailing wage rate employees, effective 7/1/22, they will continue to receive the prevailing wage rate, and such rate will be adjusted every July 1 through the terms of the contracts.

3. **Other Economic Terms:** Set forth in the attached, signed tentative agreements and includes:
 - **Signing Bonus:** Effective 1/1/24, City will provide a lump sum signing bonus/pandemic pay bonus in the amount of \$1,000; the City will provide a \$2,000 bonus effective 1/1/25.
 - **Deferred Compensation:** Effective 1/1/24, City will contribute \$1.50 for each dollar contributed by each employee up to a maximum of \$750/year. Effective 1/1/27, the City will contribute \$1.75 for each dollar contributed by each employee up to a maximum of \$875/year.
 - **Paid Parental Leave:** Extended the City's Paid Parental Leave policy to COUPE represented employees.

- **Holidays:** Added the Juneteenth holiday for all employees and the Veteran's Day holiday for prevailing wage rate employees.
- **Sick Leave:** Effective 30 days after ratification, prevailing wage rate employees can accrue sick time (1/2 day/month)

4. **Other Terms:** Set forth in the attached, signed tentative agreements and includes:

- **Vacations:** Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- **Bereavement Leave:** Expanded bereavement leave consistent with City policy
- **Change in Pay Dates:** Move the pay dates for employees to make it consistent for our represented work force.
- **Direct Deposit and Electronic Deposit Advice:** Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- **Hiring/Filling Vacancies:** Adjusted the hiring process to expedited filling vacancies.
- **Union Security/Janus:** Agreed to Janus language consistent with our obligations under the law, including employer neutrality and providing information.
- **Medical Leaves:** Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- **Committee on Retiree Health Care:** Established a working group to study retiree health care.
- **Overtime:** On 6th consecutive workday, employees will be compensated at 1.5x for first 8 hours, and 2x for hours after 8.
- **Seasonal Conversions:** Effective 1/31/24, will convert seasonal employees to career service employees if they have completed 4160 hours without a seasonal termination or detail to another department.

- **Miscellaneous:** Agreed to evaluate adding a new title in DWM and use best efforts in CDOT to find work for employees on “down days.”



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

March 7, 2023

Via email to Kfarley@cm1502.com

Mr. Kevin Farley
President/ Business Manager
Cement Masons' Union
Local No. 502
729 S. 25th Avenue
Bellwood, IL 60104

RE: The Cement Masons' Union
Local No. 502 Local negotiations

Dear Mr. Farley:

This letter is to confirm the agreements of the City of Chicago (the City) and the Cement Masons' Union Local No. 502 (the Union) with respect to the terms of a new collective bargaining agreement to succeed the agreement dated, July 1, 2022 through June 30, 2027. Specifically, the City and the Union have agreed that, in addition to all the terms agreed to between the City and Coalition of Unionized Public Employees, the new collective bargaining agreement between the City and the Union will include the following changes from the 2017-2022 collective bargaining agreement:

Section 5.2 Overtime

All work performed in excess of forty (40) hours per week; or in excess of eight (8) hours worked per day when the employee has forty (40) hours of work or excused absences (**excluding Saturday**); or on ~~Saturday and~~ Sunday as such when ~~Saturday and~~ Sunday ~~are~~ is not part of the Employee's regular work week; or on the ~~sixth or~~ seventh day consecutive days worked, shall be paid for at two (2) times the regular straight time hourly rate of pay. **Work performed on Saturday or the sixth consecutive day worked when Saturday is not part of the Employee's regular work week shall be paid at time and one-half (1.5) times the regular straight time hourly rate of pay. After 8 hours worked on a Saturday, the employee shall be paid at two (2) times the regular straight time hourly rate.** Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. 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.

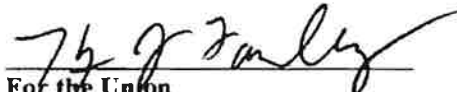
The parties further agree to the following Side Letter language which is hereby incorporated into the collective bargaining agreement:

To address the Union's concerns over "down days," the Chicago Department of Transportation management will use its best efforts to find appropriate work to assign Cement Finisher Foremen to perform on what otherwise would be a "down day." Working on a "down day" shall be at the Foreman's option. "Down days," are days, where due to inclement weather, lack of materials, or lack of work, CDOT determines the employees will not work. Employees have the option of receiving pay for a "down day" by utilizing available vacation time.


The Chicago Department of Water Management shall evaluate the need and feasibility of adding a Cement Finisher Foreman to its budget. The Union contends this will be beneficial to the City through reduced costs gained by improved logistics, reduction in material waste and improved worker allocation.

On January 31, 2024, the City shall to convert all active employees who are designated as seasonal employees and who have completed 4160 hours of continuous work without a seasonal termination or detail to another department to Career Service. On January 31 of subsequent years, the City shall convert all active employees who are designated as seasonal employees who have completed 4160 hours of continuous work without a seasonal termination or detail to another department Career Service.

This letter shall be attached to and incorporated into the collective bargaining agreement.



For the Union
3/28/2023
Date



For the City
MARCH 28, 2023

121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602