

ATTACHMENT

NO. 6

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

UNITED ORDER OF AMERICAN
BRICKLAYERS AND STONE MASONS,
LOCAL 21

O2023-0003884

ATTACHMENT 6

September 7, 2023

Term Sheet for the Collective Bargaining Agreement between the United Order of American Bricklayers and Stone Masons, Local 21 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.
- **Terms Specific to Bricklayers, Local 21:** Agreed to (1) pay double time after 10.5 straight hours of work on a workday, after 8 hours on the 6th workday, and all work on the 7th workday; (2) pay 1.5x for work on the 6th workday; (3) limit acting up to 90 days; (4) provide agreed upon safety equipment; and (5) consider an additional General Foreman position.



DEPARTMENT OF HUMAN RESOURCES

CITY OF CHICAGO

April 11, 2023

Via email: mvolpentesta@bacadcl.org

Mr. Mike Volpentesta
President
United Order of American Bricklayers' and Stone Masons' Union
Local 21
660 N. Industrial Drive
Elmhurst, Il. 60126

RE: United Order of American Bricklayers' and Stone Masons' Union
Local 21

Dear Mr. Mike Volpentesta:

This is to confirm the agreements of the City of Chicago (the City) and the United Order of American Bricklayers' and Stone Masons' Union-Local 21 (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:

1. Article 5.2 Overtime –

Delete 5.2 language and replace with:

All overtime shall be paid in the next regular paycheck. All work performed in excess of 8 hours (8.5 hours including unpaid lunch) worked in any workday, including work to be performed immediately before or after any scheduled work shift, shall be paid at time and one-half (1 ½) times the regular straight-time rate, except:

- (a) All work performed in excess of 10 ½ hours worked in any workday, including work required to be performed before or after any scheduled work shift, shall be paid at two (2) times the regular straight-time hourly rate of pay, it being understood that only work scheduled within two and one-half hours immediately before or after a shift, as the case may be, shall be subject to payment of overtime at time and one-half.**
- (b) All work performed during the first eight hours of the shift on the sixth day of any workweek shall be paid at one and one-half (1 ½) times the regular straight-time rate of pay except as provided in Section 5.4.**
- (c) All hours worked in excess of eight hours on the sixth day of any workweek, shall be paid at two (2) times the regular straight-rate of pay.**
- (d) All work performed on the seventh day of any workweek shall be paid at double the straight-time rate of pay.**

2. Article 4.6 Out of Grade Pay

Amend language:

..... The time limit for acting into a higher- rated job shall not exceed one hundred eighty (180) days, except where a regular incumbent is on leave of absence, in which case the time for acting into such position may not exceed one (1) year and no individual employee can act into that position for ninety (90) days. The time limits **shall not be altered due to the conclusion of a calendar year** and may be extended by mutual agreement of the parties. **No bricklayer shall act up for more than ninety (90) days in a calendar year unless all qualified bricklayers have had the opportunity.**

3. Article 14.6 Safety

Where dry cutting machines are used to cut terra cotta, brick or brick tile, cement or cinder blocks, the Employers shall continue the past practice of providing a regulation mask to cover the operator's nose and mouth, and also furnish safety goggles. Where wet cutting machines are used the employer shall furnish a pair of gloves, apron, and, where applicable, a dry elevated platform. The Employer will use its best efforts to transition to equip employees with dry cutting machines with some mechanical, electrical, or suction device, or other engineering control to draw and keep dust at all times from bricklayers. Where electrical cutting machines are used, the Employer will transition to electrical cutting machines that are grounded. Whenever furnished and required by the Employer, the employee shall wear a safety helmet. It is understood that all employees shall be required to comply with these safety provisions.

4. Article 1.1 Recognition

Bricklayers and Sewer Bricklayer will all be converted to Bricklayers Title Code 4403, under the attached job specification. *No need to change current contract.*

5. The contract will contain a Side Letter stating:

The City commits to consider establishing an additional Bargaining Unit General Foreman position (Maintenance and Repair) for the North, South and Central Districts of Department of Water Management if, in the Department's opinion it will improve productivity.



For the Union



For the City