

MEMORANDUM OF UNDERSTANDING

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The City and Union agree to modify 18.1, 18.2 and 32.5 as follows:

18.1 Legal Holidays

All regular full-time employees shall receive forty-eight ~~accrue eight~~ (48) hours of holiday pay annually at their regular straight time rate. ~~at their regular straight time hourly rate for the following holidays irrespective of the day of the week on which they fall: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. These holidays will be celebrated on the following dates: This forty-eight (48) hours will be placed into a bank and must~~ be used to cover bid hours for the holidays listed below until the holiday bank is exhausted.

	2015	2016	<u>2017</u>
New Year's Day	January 1	January 1	
Memorial Day	May 29	May 30	
Independence Day	July 4	July 4	
Labor Day	September 4	September 5	
Thanksgiving Day	November 23	November 24	
Christmas Day	December 25	December 25	

Benefits under this article are effective on the 61st calendar day of employment.

18.2 Holiday Pay

A. ~~A.~~ Any unused legal holiday bank at the end of a calendar year will be paid to the employee in one of the following ways; rolled to the following year, as floating holiday, (subject to 19.2D), to the employees as wages, to the employees (PEHP) Post Employment Health Plan or to the employees (HSA/HSA) Health Savings Account. The payout option will be the choice of the employee but must be only one of the three options listed. If no payout election is made the remaining balance will be paid into the PEHP as wages. In the event that an employee has exhausted the forty-eight (48) hour bank, the employee shall be given the option to take unpaid leave or to substitute vacation pay for the remaining holidays.

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~~Any employees required to work on any of the aforementioned paid holidays shall receive two (2) times their base pay for all hours worked in addition to the holiday pay.~~

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~~B. If a holiday as defined in Article 18.1 falls during an employee's vacation, the employee shall be given the option of receiving an additional eight (8) hours pay in that pay period or of receiving an additional day off to be scheduled subject to management approval. The additional pay is not to be considered as hours worked for overtime purposes.~~

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~~C. If a holiday as defined in Article 18.1 falls on an employee's regularly scheduled day off, the employee shall receive an additional eight (8) hours pay in that pay period. The additional pay is not to be considered as hours worked for overtime purposes.~~

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~~B.~~

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~~C. D.C.~~ In order that employees be eligible for holiday pay, they must work their entire regularly scheduled work day immediately preceding and following the holiday. Exceptions will be granted for employees who are on paid leave or, who are off as a result of an approved schedule change.

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Article 19.2D. Employees shall not be compensated for forfeited vacation, except that they will be paid in cash for unused vacation and /or floating holiday balances of up to twenty-four (24) hours remaining at the end of the calendar year.

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Article 32.5 Legal Holidays Full-time Stand by Drivers: Stand-by drivers shall receive their six (6) legal holidays listed in Article 18.1 in a floating holiday bank based on the number of holidays that fall within their bid. (bid to bid)

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Both parties have the option to continue this Memorandum of Understanding into 2018 if there is no contract settlement prior to December 31, 2017 or to sunset the Memorandum if either party incurs hardships with the new process.

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For the City

For the Union

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Date Date, or who are serving a waiting period under Article 20.5.