

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CITY OF HERRIN, ILLINOIS
(PUBLIC WORKS DEPARTMENT)**



AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS DISTRICT COUNCIL
AND
LABORERS' LOCAL 773**



DURATION: MAY 1, 2018 THROUGH APRIL 30, 2022

**THE CITY OF HERRIN, ILLINOIS
(PUBLIC WORKS DEPARTMENT)**

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into by and between the City of Herrin, Illinois, hereinafter referred to as the "City" and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773, hereinafter referred to as the "Union".

The parties hereby recite that they desire to negotiate in good faith to promote and establish appropriate wages, fringe benefits, hours of employment, working conditions and a grievance procedure to resolve any grievance which may arise under the terms of this Agreement.

ARTICLE 1 **RECOGNITION**

The City recognizes the Laborers' International Union of North America as the exclusive Bargaining Agent for the regular full-time hourly employees of the Public Works Department which consists of the cemetery, streets and alleys, water and sewer, mechanics, meter readers and sewer plant operators, in the Public Works (excluding all employees exempted pursuant to the Illinois State Labor Relations Act). It is understood by the parties that the Sexton is to be a mayoral appointment and he shall be excluded from any layoff provisions of this Agreement.

The City agrees not to enter into any agreements or contracts with the employees covered by this Agreement, individually or collectively, nor negotiate or bargain with them, unless it is with the duly authorized representative of the Union, and put into writing and signed by both the Union and the Mayor. All individual agreements or contracts shall be null and void.

ARTICLE 2 **MANAGEMENT'S RIGHTS**

The Union recognizes the prerogative of the City to operate and manage its affairs as well as to provide service to citizens, in all respects, in accordance with the existing and future laws, policies and regulations of the City, State and Federal Government. Further, the prerogatives of the authority which the City has not abridged, delegated or modified by entering into this Agreement, and which is retained by the City include, but are not necessarily limited, to the following:

1. Hire, promote, discharge or take disciplinary action against employees for just cause.

2. Establish reasonable rules of personal conduct and notify the employees and the Union within ten (10) days in advance of any new or modified rules of personal conduct.
3. Direct employees, and to assign them to job duties within the Public Works Department.
4. Maintain the efficiency of the governmental operations including contracting City work out to Independent contractors.
5. Determine the methods, means and personnel by which such operations are to be conducted.
6. Take whatever action may be necessary to carry out the missions of the City in situations of emergency.
7. To determine reasonable schedules of work and to establish the method and process by which the work is to be performed.

ARTICLE 3 **EMPLOYEES**

The City shall have the sole right to hire all employees.

All persons hired for the purpose of becoming full-time hourly employees shall serve a one hundred eighty (180) calendar day probationary period and be approved by the City Council.

For purposes of this Agreement, the following definitions shall be applicable:

Probationary Employee

All new full-time employees shall be considered probationary for the one hundred eighty (180) calendar day probationary period following the date of hire with the Employer. The Employer may terminate a probationary employee without cause and that employee shall have no recourse to the grievance procedure set forth in this Agreement.

Regular Full-Time Employees

Regular full-time employees are those employees who work forty (40) hours per week on a regular and continuing basis. Regular full-time employees are entitled to all the benefits provided in this Agreement.

Seasonal / Part Time Employees

Seasonal employees are those employees who are employed for a specific purpose and for a prescribed and limited period of time, typically each year. The Employer is entitled to use seasonal employees, provided the use will not result in the layoff of

regular full-time employees. Seasonal employees are not entitled to any benefits provided in this Agreement.

ARTICLE 4
UNION MEMBERSHIP, DUES AND FAIR SHARE

Union affiliation will be encouraged by employees of the bargaining unit.

The Union shall indemnify and save harmless the City and all of its agents and employees from any and all claims, demands, or suits resulting from any reasonable action or failure to act by the City or any of its agents or employees for the purpose of complying with the provisions of this Agreement.

The City agrees to deduct from wages of each employee who has authorized the City of Herrin in writing to do so, such initiation fees and monthly dues as the Union shall designate. Such deduction shall be made in the same weekly pay period of each month and shall be remitted monthly to the Secretary-Treasurer of Local 773. The dues authorization to be signed by the employee will be made a part of this Agreement as Appendix "D".

ARTICLE 5
NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Neither the City nor the Union shall discriminate against any employee. Both the City and the Union agree that they are committed to providing equal employment opportunities for all persons without regard to sex, race, creed, pregnancy, color, national origin, religion, age and disability, sexual preference, less than honorable discharge from the military, or persons who have sought an Order of Protection, or any other protected class established by federal or state law (including the new Illinois Pregnancy Accommodation law).

ARTICLE 6
DEPARTMENT

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

This Agreement pertains only to the Public Works Department of the City of Herrin which consists of the cemetery, streets and alleys, water and sewer (including meter reading), sewer plant and mechanics. Except as specified in the seniority provisions of this Agreement, employees may be assigned to any duties within the Public Works Department. It is understood that in emergency situations, certain members of the

Public Works Bargaining Unit may be offered temporary/emergency work in the Animal Control Department and in such instances; they shall be paid at their applicable rate of pay. Nothing in this Agreement shall be interpreted to prevent the City from establishing and appointing lead persons. Further, nothing shall prevent the City from assigning an employee as a "Lead Person" for any work, project or assignment. Lead persons shall have no authority to discharge, discipline or otherwise reprimand an employee.

ARTICLE 7 **SENIORITY**

Seniority shall be calculated from the date of the most recent hire date as regular full-time employment with the City. In the event two or more employees are hired on the same date, seniority shall be determined by the order of business when hired by the City Council.

Seniority shall prevail for layoffs and recalls, subject in all cases to the person's ability to perform the particular job, except that it may be abridged by the City when the less senior person is in the sewer plant operator's top two classifications, or where the less senior employee holds a license essential to the needs of the City and a more senior employee does not.

The City, through its authorized agents, shall have the authority to assign employees to their duties with the Public Works Department as needed except as provided in this Article.

Employees performing sanitation work (garbage truck) shall, under normal circumstances, be the employees with the least seniority in the bargaining unit. When one (1) or more of the employees on the garbage trucks are absent for any reason, the assignment to those duties shall be by seniority in the Street and Alley Department unit. This provision shall include City appointed lead persons unless otherwise directed by the Superintendent of Public Works in accordance with the various provisions of Article 2

An employee shall lose all seniority rights as follows:

1. If the employee quits.
2. If discharged for just cause.
3. If an employee is absent from work for three (3) consecutive working days without authorization, good cause or without notifying his supervisor in person or by telephone as to the cause no later than the end of his fifth scheduled shift of work.
4. Failure to report for work when recalled within three (3) days of the receipt of a certified letter to the employee and the Union.
5. Failure to return to work at the expiration of an approved leave of absence.

6. If an employee is absent from work by reason of sick leave, layoff or any other reason for a period which exceeds eighteen (18) months.

The City may fill any vacancy irrespective of seniority while waiting for a recalled employee to return to work.

The current seniority list of the employees covered by this Agreement will be attached as Exhibit "B".

ARTICLE 8 **JOB BIDDING**

When a vacancy occurs in a position, present bargaining unit employees shall have the opportunity to bid on such vacancy. Before the City approves a new hire, the open position will be put up for bid. Seniority shall be considered first, job performance second and job qualifications third for filling the vacancy.

The City shall have the right to promote any employee to the position of working lead person without regard to seniority.

If an employee is selected for a position, due to the bidding process, that employee shall not be allowed to bid again on another job or opening for twelve (12) months from the date of acceptance in that position. The employee shall assume the least senior status of that department for purposes of vacation requests, personal leave requests, and all other provisions established by seniority in that division, until the end of the fiscal year in which the transfer is made; the only exception being, that those employees who are reassigned by the City shall retain seniority they previously held in a prior division.

Job alignments may be necessary due to layoff and rehiring.

The bidder shall have five (5) working days (excluding Saturdays, Sundays and holidays) to bid on a job opening after posting, not counting the day of posting. The bid is to be turned into the Supervisor and Union Steward.

Vacancies or new jobs in the Public Works Department of the City shall be posted by the City of Herrin where all employees will readily see such announcement or all employees of the bargaining unit must be notified of vacancies or jobs to be filled, by written notice.

ARTICLE 9 **LAYOFF AND RECALL**

In the event of a layoff of personnel for a period of more than one (1) full shift, the employee with the least seniority within the bargaining unit shall be the first to be laid

off. The employee with the second least seniority shall be the next to be laid off. This procedure shall be followed down the line by seniority, except that it may be abridged by the City when a less senior person is in the sewer plant operator's top two classifications, or where the less senior employee holds a license essential to the needs of the City and a more senior employee does not. All probationary, part time and seasonal employees working within the Public Works Department shall be laid off before a full time employee will be considered. Recall of employees is subject in all cases to the person's ability to perform the particular job for which the recall is made.

All probationary, part-time and seasonal employees shall first be laid off.

ARTICLE 10 **DISCONTINUANCE OF JOB CLASSIFICATION**

The City reserves the right to discontinue any job classification established under this Agreement. If a job classification is discontinued and a layoff results, the employees with the most seniority shall be retained except as provided for in Articles 7 and 9. The employee shall assume the pay scale in the new position that he is assigned because of discontinuance of a job classification.

ARTICLE 11 **PUBLIC WORKS DEPARTMENT PAY AND HOURS**

The City shall set the normal workday which shall be between 6:00 a.m. and 7:00 p.m. The sewer plant and street sweeping operations may require a variation in the normal workday. The City shall schedule forty (40) hours of work for all full-time employees when work is available. All employees having worked overtime in any one (1) day shall not be refused the right to work his regularly scheduled shift the following day, provided he has not worked in excess of sixteen (16) hours within a twenty-four (24) hour period.

The Sewer plant operation may require a variation in the normal workweek, but all other provisions apply. Five (5) consecutive days constitute one workweek. The sixth (6th) day of work shall constitute a Saturday and the seventh (7th) a Sunday for overtime purposes. Any new sewer plant employee working at the sewer plant must obtain at least a Class 4 Operator's License within eighteen (18) months of employment and must comply with all State and Federal licensing requirements to retain employment.

In order to encourage all sewer plant personnel to upgrade their license status from Class 4, 3, or 2, it is agreed that:

1. During the first year that a person is eligible to take the exam, he shall be given up to four (4) days off with pay, for the purpose of taking the exam. Should the employee pass the exam within the first year he became eligible,

he shall automatically move up the pay scale to that one for which the new license has been granted.

2. If a person fails to obtain the next higher Class license within the year that he first became eligible, he will have one (1) additional year to successfully complete the examination, but with two (2) paid days off through this Article for taking the exam. Should the employee pass the exam in this (the second year of eligibility), he shall automatically move up the pay scale to that one for which the new license has been granted.
3. If a person fails to obtain an upgraded license after being eligible for two (2) years, he may thereafter successfully complete the same, at his own expense. Upon successful completion of an upgraded license, his pay shall be increased from the old Class to the new Class.

In consideration for the twenty-four (24) hour emergency coverage of the sewer plant, and water distribution system, the sewer plant operators and designated water department lead men will receive a one-half (1/2) hour paid lunch during their eight hour shift.

Overtime shall be paid at one and a half (1 ½) times the normal rate of pay for actual work performed over forty (40) hours per week or eight (8) hours a day and may be paid at that rate by the use of compensatory time, conditional upon agreement by the employee and the Public Works Director. Compensatory time may accrue to a maximum of one hundred (100) hours and shall be paid at the employee's regular rate upon layoff, resignation, retirement or termination. Public Works Employees have the option of requesting not more than eighty (80) hours of comp time from their one hundred hour (100) bank to be paid at the straight time rate of pay once they have made a request one (1) week in advance and after it is approved by the Budget Director. Requests must be turned in before noon on the first or third Wednesday of each month and a check will be available the following Tuesday. It is understood that multiple requests shall be decided by seniority.

Comp Time may be utilized upon approval of the Public Works Director.

ARTICLE 12 **WAGE RATE**

All work under this Agreement shall be paid as shown on Appendix "A" attached hereto and made a part of this Agreement by reference.

ARTICLE 13 **EMERGENCY WORK RATE AND CALL-OUT**

All special or emergency work that necessitates a call-out of men for any work less than three (3) hours work in one (1) day shall be paid for a minimum of three (3) hours. When the Employer calls extra employees and the reporting employees are not used on the date specified on call, the men shall receive a minimum of three (3) hours pay in compensation for their trip. All time worked over three (3) hours shall be for time worked. If an Employee is called out on Emergency Work and does not have the opportunity to receive an eight (8) hour rest period before their regularly scheduled shift. The Employee will be given the opportunity to come into work following their eight (8) hour rest period and finish out their regularly scheduled shift at their regular rate of pay. Or the employee has the option to use any earned time off that day, or the employee may take the day off with no pay and without penalty. The City agrees to pay double time for all emergency work performed on Sunday.

All special and emergency work that necessitates a call-out or an employee for any work shall be determined on the basis of the need by the City based upon the nature of the special or emergency work to be performed with regard to seniority.

All overtime shall be divided as equally as possible.

ARTICLE 14 **HEALTH INSURANCE**

The City agrees to pay \$250.00 of the employee's monthly premium or the full premium, whichever is greater. Any unused portion of the \$250.00 monthly premium shall be applied to the employee's dependent or family coverage premium. In the event an employee chooses not to be covered by the health insurance plan, the City shall pay seventy-five percent (75%) of the current monthly premium as part of their non-pensionable salary. This payment will be made on the first pay period of each month.

In the event the City contributes more than \$250.00 per month toward the premium for health insurance coverage for employees in other bargaining units, then the same benefit shall be provided to the employees covered under this Agreement.

ARTICLE 15 **VACATIONS**

It is agreed that all employees having completed one (1) year of service with the City shall be entitled to one (1) week vacation (5 working days). All employees having completed two (2) years of service with the City shall be entitled to two (2) weeks vacation (10 working days). All employees having completed five (5) years service with the City shall be entitled to three (3) weeks vacation (15 working days). One (1) additional day vacation per year will be added for each year of service over five (5) years with the City. A maximum of thirty (30) working days shall be all an employee

can earn for one (1) year regardless of years employed. Any employee working a minimum of 1400 hours annually constitutes full-time employment for receiving vacation time. Vacation pay time will start the day and date employees start to work for the City.

All vacation shall be taken by employees from fiscal year to fiscal year. (May 1st to April 30th).

Requests for vacation leave must be made, in writing, five (5) working days prior to proposed starting date, and the Employer shall grant or deny vacation requests within two (2) working days of receiving the request. Vacation leave will be granted upon approval of the Public Works Director or his designated representative.

When possible, vacation requests shall be made for a minimum of one (1) week (5 working days). In certain cases, requests for vacation leave of less than one (1) week (5 working days) will be considered. However, in no case will vacation be granted without approval of the Public Works Director.

There are times, such as emergencies, when the 5 working days period prior to the proposed starting date is not possible or practical. This will be taken into account at those times. This, however, shall be the exception rather than the rule.

Employees will be given the opportunity to sell back a maximum of one (1) week forty (40) hours vacation time at a straight time value at their request. Employee must give thirty (30) days written notice to the City and approval will be based on the financial abilities of the City. If two (2) or more Employees request vacation time to be sold in the same pay period, seniority will be the deciding factor. There are times, such as emergencies when the thirty (30) day notice is not practical for the employee. This will be taken into account at those times. This, however, shall be the exception rather than the rule.

During the months of January, February, March and April, more than one (1) person may be authorized to take vacation. Vacation requests may be denied by the Public Works Director for operational needs of the Department.

Unused vacation shall not accumulate from year to year except in the case where an employee has requested vacation time off and where the Employer has rejected the request. In this case, the employee will, with approval of the Employer, be allowed to carry those days into the next year or be paid for the days denied.

ARTICLE 16 **SICK LEAVE**

Each permanent employee shall receive one (1) sick day per month. These days may be accumulated without limitation. Employees absent three (3) consecutive days may, at the option of the City, be required to bring a doctor's slip in order to be paid for days

missed. An employee will be paid fifty percent (50%) of his accumulated sick days at his regular rate of pay at retirement; the remaining sick days will be credited to the employee's IMRF account. Employees claiming sick leave shall call their Supervisor at least one-half (1/2) hour before the start of the workday on the day of illness except in the situation of a continuing illness of three (3) days or more.

Employees may use sick leave for illness or injuries which affect members of the employee's household. "Illness or injuries" shall be construed to mean those maladies which require the care of a physician and/or relate to hospitalization. The same guidelines stated in this Article will apply. In accordance with the family medical leave act, the City will provide job protected unpaid family medical leave to eligible male or female employees for up to twelve weeks per twelve month period for any one or more of the following reasons:

1. The birth of a child in order to care for such, or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve month period following the child's birth or placement with the employee); or
2. In order to care for an immediate family member (spouse, child, or parent) of the employee if such family member has a serious health condition; or
3. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

In addition, eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered action duty status may use their twelve week entitlement to address certain qualifying exigencies. In addition, eligible employees also may be entitled to special leave that permit them to take up to twenty-six weeks of leave to care for a covered service member during a twelve month period.

For any new employee hired on or after March 1, 2016, he shall have his sick days held to a maximum accumulation of two hundred and forty (240) days to be used in accordance with the IMRF rules and he may not receive payout for those days accumulated.

ARTICLE 17 **PAID HOLIDAYS**

Holidays recognized under this Agreement are as follows:

New Years Day	Thanksgiving Day
President's Day	Friday After Thanksgiving
Good Friday	Christmas Day
Decoration Day	½ day Christmas Eve
Fourth of July	½ day New Year's Eve
Labor Day	Employee's Birthday

Veteran's Day

Any other day proclaimed by action of the City Council as a holiday.

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday and if the holiday falls on Sunday, the following Monday shall be observed as the holiday. Emergency work performed on the above listed holidays shall be paid a total compensation of Holiday Pay plus double time. The employee's birthday shall be paid straight time, unless called in on the pre-approved holiday. Employee's birthday is considered a floating day, with prior approval of the Public Works Director.

Employees who are on a continuous operation, which requires them to work on a holiday while on their normal work schedule, shall receive holiday pay plus double time.

Only full-time employees are entitled to receive holiday pay.

ARTICLE 18 **BEREAVEMENT LEAVE**

It is the intent to offer help at the time of loss by death, of a member of the employee's immediate family (spouse, child, parent, grandparents, step-children of current spouse, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandchildren, and legal guardian).

In the event of the death of an employee's aunt, uncle, or the grandparents of their spouse, they will be allowed to utilize any sick time up to three (3) days.

Leave without loss of pay will be allowed in such cases not to exceed one (1) day beyond the day of burial of said deceased person, but in no case beyond three (3) days' pay at the employee's base rate of pay.

In the event there is a death in the employee's family, but not in the immediate household, as defined above, the employee shall be granted sufficient time to attend the funeral services.

ARTICLE 19 **PERSONAL LEAVE DAYS**

Three (3) personal days per year will be given to each full-time employee upon a thirty (30) minute notice to the Public Works Director.

Employees hired on or before the beginning date of the fiscal year (i.e., May 1) shall have personal days prorated as follows:

If hired between January 1 and February 28, they shall receive one (1) personal day and if hired between March 1 and April 30, they shall receive no personal days.

All personal leave is subject to approval of the Public Works Director.

ARTICLE 20 **JURY DUTY**

Full-time employees serving on juries will be paid their hourly rate of pay for time spent serving on juries. Remuneration paid to the employee for serving on juries by local, state or federal courts will revert to the Employer.

ARTICLE 21 **SAFETY AND CLOTHING ALLOWANCE**

Pursuant to it's obligation to comply with and enforce the Safety and Health Standards established by the Federal Occupational Safety and Health Standards, which have been adopted by the State of Illinois, the City will require employees to comply with all protective clothing requirements set by the City (safety glasses, hard hats, steel toed safety shoes/boots and other protective equipment) when directed to do so by the Public Works Director.

When needed, the City shall provide hip boots and rubber gloves for employee's use.

Each employee shall provide his own steel-toed boots, gloves and work clothes. The City shall reimburse each full time employee, in the amount of eight hundred dollars (\$800.00) per year for these items or other work related items. The employee shall be reimbursed by first providing to the City a bill from the vendor where the item was purchased. In order to receive reimbursement for all clothing purchased, receipts must be turned in to the Budget Office no later than the Wednesday preceding the last council meeting in April. Employees who report to work without the appropriate safety clothing may be subject to being sent home and/or discipline.

ARTICLE 22 **DISCIPLINE AND DISCHARGE**

The Employer and Union recognize the principals of progressive and corrective discipline. Disciplinary action or measures shall include: verbal warning, written reprimand, suspension and/or discharge.

The Employer's agreement to use progressive and corrective disciplinary action shall not prohibit the Employer from imposing discipline which is commensurate with the offense, up to and including discharge.

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Employees may be discharged only for cause and where such cause is found to be lacking after use of the grievance procedure, the Employer shall reinstate the employee with all or a portion of back pay. Any employee who files a grievance shall mitigate his damages.

Disciplinary action shall be imposed as soon as possible after the Employer becomes aware of the event or action giving rise to the discipline, and has had reasonable time to investigate the matter.

Notes of verbal warnings shall be removed from an employee's personnel file after a period of six (6) months, written reprimands shall be removed from an employee's personnel file after a period of twelve (12) months and documents pertaining to a suspension shall be removed after eighteen (18) months. It is understood that this provision does not apply to records pertaining to drug testing.

ARTICLE 23 **GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is a dispute concerning the interpretation and application of the expressed provisions of this Agreement, it being understood that the City and the Union agree the terms of this Agreement shall supersede and replace all past practices which may in any way conflict with the terms of this Agreement.

STEP ONE – A party desiring to grieve shall, within three (3) working days of the alleged matter giving rise to the grievance meet with the Public Works Director in an effort to resolve the matter informally. The Public Works Director shall give his answer within three (3) working days.

STEP TWO – If the matter is not resolved in Step One, then the employee may file a formal written grievance with the Mayor within two (2) working days after receiving an answer from the meeting in Step One. All grievances at Step Two are to be signed by the grievant and the Union representative and must state the following:

1. The facts giving rise to the grievance.
2. The specific clause or clauses of the Agreement alleged to have been violated.
3. The remedy sought.

Within seven (7) working days from the receipt of the grievance, the Mayor or his designee shall meet with the grievant, a Union representative and the Public Works Director. The party shall have a right to present any and all relevant information to the Mayor in order that he may render a final resolution. The Mayor, or his designee, shall render a decision within three (3) working days of the grievance hearing. Neither the City nor the Union shall subject the employee to discipline or reprisal for his participation in the grievance process.

STEP THREE – In the event the grievance is not settled in the previous two (2) steps, either the City or the Union may submit the grievance to arbitration. Any grievance not appealed from one (1) step of the grievance procedure to the next and within the specified time limits as prescribed above shall be considered settled on the basis of the City's last reply. Failure of the City to act within the time limits set forth in any step shall entitle the employee or the Union to proceed to the next step. Upon written request from either the Union or the City, time limits may be extended as mutually agreed upon but in no event will this additional time exceed ten (10) calendar days at any one step (1) and will require a written request at each such extension.

STEP FOUR – The City and the Union shall jointly notify the Federal Mediation and Conciliatory Services of the request for arbitration, and request a list of nominees for an arbitrator from the Federal Mediation and Conciliatory Services. When a list is received, an arbitrator shall be selected by the Union and the City by alternating striking one (1) name each until one (1) nominee remains with the Union striking the first name. The remaining nominee shall serve as the Arbitrator. The Arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for a hearing, subject to the availability of the City and the Union. All arbitration hearings shall be held in the City of Herrin in accordance with the Federal Mediation and Conciliatory Services rules.

The Arbitrator shall act in a quasi-judicial, but not legislative, capacity and shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make decisions with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him.

The City and the Union shall split all of the Arbitrator's fees and costs equally.

ARTICLE 24 **DRUG/ALCOHOL TESTING**

Statement of Policy – It is the policy of the City that the public has a reasonable expectation that employees of the City be free from the effect of drugs and alcohol. The City has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be applied in a manner so as not to violate any established rights of the employees. It is acknowledged by the City and Union that the City is

subject to the Drug-Free Workplace Act and all employees of the City have been notified of the required policy on drug-free workplace.

Prohibitions – All employees are prohibited from:

1. Operating safety sensitive equipment within four (4) hours of consuming alcohol; consuming or possessing alcohol at any time during the workday, or anywhere on city premises or job sites, including all City buildings, properties, vehicles and the personal vehicles of employees while engaged in City business. Further, consuming or possessing alcohol at any time while performing services for the City is strictly prohibited;
2. illegally selling, purchasing or delivering any illegal drug or illegal controlled substance at any time;
3. having an alcohol concentration of 0.04 or greater as indicated by an alcohol breath test;
4. consuming or possessing illegal drugs or illegal controlled substances at any time;
5. being under the influence of illegal drugs or illegal controlled substances at any time; or
6. failing to report to the supervisor any known adverse side effects of prescription drugs they are taking which may affect job performance.

Drug and Alcohol Testing Permitted – Drug and alcohol testing shall be permitted in the following circumstances:

1. When the City has reasonable suspicion to believe that an employee is using or under the influence of alcohol or drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing. Reasonable suspicion exists if specific objective facts and circumstances warrant rational inferences that a person is using or is under the influence of alcohol or controlled substances. Reasonable suspicion may be based upon the following:
 - (a) Observable phenomena, such as direct observation of use and /or the physical symptoms of using or being under the influence of alcohol or controlled substances; or,
 - (b) Information provided by reliable and credible sources, which is independently corroborated.
2. In the event of an on-the-job accident which results in bodily injury or property damage.

Random Drug/Alcohol Testing – Random drug and alcohol testing shall occur in accord with the Omnibus Transportation Employee Testing Act. Employees shall be selected randomly by the testing company.

Twenty-five percent (25%) of all the employees shall be tested each year.

Order To Submit To Testing – A list of employees names selected for random and reasonable suspicion testing shall be given to the Union Steward and Union Representative in the Public Works Department the same day employees are ordered to submit to testing. If there is a variance in the employees being tested, the test in question will be invalid. At the time an employee is ordered to submit to testing authorized by this policy, the City shall provide the employee with notice that his name has been selected at random by the testing service, or if based on reasonable suspicion, the employee shall be advised in writing of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. In the event the order for testing is based upon reasonable suspicion, the employee shall be permitted a reasonable period of time to consult with a representative of the Union at the time the order is given. A refusal to submit to testing shall result in discharge.

Test To Be Conducted – In conducting the testing authorized by this policy, the City shall:

1. Use an accredited testing service that will comply with all requirements hereinafter set forth;
2. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Policy shall be permitted at any time to become a part of such chain of custody;
3. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee. Blood samples shall be drawn by qualified medical personnel;
4. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee will attempt to compromise the accuracy of the testing procedure. If the employee is unable to provide a sample, he will be kept under direct supervision until the sample is provided;
5. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the sample by gas chromatography, plus mass

spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;

6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests;
7. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City be inconsistent with the understanding expressed herein, the City will not use such information in any manner or forum adverse to the employee's interests;
8. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results. All records concerning positive test results of an employee shall be maintained in a confidential file.
9. Any attempt to contaminate the sample or alter the results shall be considered a refusal to submit to the required testing.

Follow-Up Tests/Return To Duty Test – When an employee tests positive for drugs or alcohol, the employee 1) shall be evaluated by a substance abuse professional; 2) comply with all recommended treatment, proof of which shall be provided to the City; and 3) submit to a follow-up test, which shall be negative for drugs and/or alcohol, prior to returning to duty. Subsequent to a positive result for drugs or alcohol, six (6) random follow-up tests shall be conducted in the first twelve (12) month period following the initial positive test.

In the event an employee is required to undergo extensive treatment or rehabilitation, the City is not obligated to retain an employee on active status throughout the period of rehabilitation if the use of drugs or alcohol prevents the employee from performing assigned duties or whose continuance on active status could threaten property or safety to others. Such employee shall be afforded the opportunity to use accumulated leave or take an unpaid leave of absence pending treatment.

Employees who have an alcohol concentration of 0.04 or greater shall be removed from duty for a minimum of eight (8) hours and submit to a breath test, the result of which shall be negative, prior to returning to duty.

Discipline – Use of illegal drugs, abuse of prescribed drugs, and use of alcohol while on duty shall be cause for discipline, up to and including discharge. A positive test for

drugs or alcohol may result in discharge, as determined by the facts and circumstances. A second positive test for drugs or alcohol shall result in discharge. Failed drug test will be removed off an Employees record after successfully completing a treatment program and a period of five (5) years has passed from completion of the program. Complying with the requirements set forth in this Article shall not be construed as an obligation on the part of the City to refrain from imposing discipline for violation of this policy.

ARTICLE 25 **RESIDENCY**

Employees may reside outside the City limits of Herrin so long as they reside within ten (10) miles of the intersection of Park Avenue and Walnut Street, and within Williamson County.

ARTICLE 26 **UNION ACTIVITY**

The Business Manager of the Local Union shall appoint a steward who shall, in conjunction with the Business Manager, when necessary, deal directly with the City on all matters involving the interpretation and enforcement of this Agreement.

There shall be no reduction of pay from a grievant and/or steward when directly involved in meetings with management during working hours.

Designated Union Representatives shall be permitted to visit employees on job sites and at City buildings.

During any grievance or arbitration hearing, employees involved in the grievance, witnesses and Union Representatives shall not lose any pay during working hours.

ARTICLE 27 **LIUNA NATIONAL (INDUSTRIAL) PENSION FUND/457 PLAN**

Beginning on May 1, 2018 and for the term of this Agreement, the Employer shall contribute to the Pension Fund at the rate specified in the attached appendix, "APPENDIX "C". The parties agree that these pension contributions that would otherwise be paid in salary or wages, instead, will be contributed by the Employer (pre-

tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

Beginning May 1, 2018, and for the term of this Agreement, the City agrees to contribute one hundred dollars (\$100.00) per month toward the mutually agreed upon 457 Plan for each employee.

ARTICLE 28
Heartland Credit Union

Upon written authorization from an employee, the City will deduct the authorized amount from the payroll check of the employee for Heartland Credit Union, and will forward the authorized amounts to the Heartland Credit Union. The Union shall provide the correct address of the Heartland Credit Union.

ARTICLE 29
CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions; changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto.

ARTICLE 30
SEVERABILITY

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null or void, otherwise, all provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall be effective on the first day of May, 2018 and shall continue in full force and effect after that date until the 30th day of April, 2022 subject to the conditions set forth below:

If neither party gives notice of its desire to terminate or modify this Agreement, except as above, it shall continue in effect from year to year thereafter, subject to termination or

modification by either party as provided herein. If either party desires to terminate, change or modify this Agreement, it shall give written notice of this desire to the other party one hundred-twenty (120) days prior to the anniversary date of any yearly extension of this Agreement.

Due to the fact these employees provide a vital and necessary service the following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement.

1. If at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Illinois Department of Conciliation and Mediation for a Mediator. After the completion of the Mediation process and both parties have not produced an Agreement, it shall be referred to Step 2.
2. A joint request shall be made to the Illinois Arbitration Service for an arbitrator with the parties each submitting their last final offer. The arbitrator shall render a decision within forty-five (45) days that is final and binding on the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement.

**For the Employer:
City of Herrin**



Steve Frattini, Mayor

Date: 4-29-19

**For the Union:
Laborers' Local 773**



Jerry Womick, Business Manager

Date: 4-29-19

ATTEST:



Shelly Huggins, City Clerk

Date: 4-29-19

**Southern and Central Illinois
Laborers' District Council:**



Clint Taylor, Business Manager

Date: 4/24/19

Appendix "A"
WAGES

Effective May 1 2018, the hourly wage for all current full time employees will be increased by thirty cents (\$0.30) per hour. The thirty cents (\$0.30) per hour shall be a part of the current Tier II pay schedule with the balance of the Tier II pay schedule paid upon the date of employment anniversary.

Effective May 1, 2019, the hourly wage for all current full time employees will be increased by thirty-five cents (\$0.35) per hour. The thirty-five cents (\$0.35) per hour shall be a part of the current Tier II pay schedule with the balance of the Tier II pay schedule paid upon the date of employment anniversary.

Effective May 1, 2020, the hourly wage for all current full time employees will be increased by forty cents (\$0.40) per hour. The forty cents (\$0.40) per hour shall be a part of the current Tier II pay schedule with the balance of the Tier II pay schedule paid upon the date of employment anniversary.

Effective May 1, 2021, the hourly wage for all current full time employees will be increased by forty-five cents (\$0.45) per hour. The forty-five cents (\$0.45) per hour shall be a part of the current Tier II pay schedule with the balance of the Tier II pay schedule paid upon the date of employment anniversary.

Base Wages (Employees working at the signing of this Agreement)

Tier I Pay Schedule

	Current	<u>May 1, 2018</u>	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Hire	\$14.60	\$14.90	\$15.25	\$15.65	\$16.10
After 1 year	\$20.61	\$20.91	\$21.26	\$21.66	\$22.11
After 2 years	\$21.45	\$21.75	\$22.10	\$22.50	\$22.95
After 3 years	\$23.13	\$23.43	\$23.78	\$24.18	\$24.63

Sewer Plant Operators

Class 1	\$24.69	\$24.99	\$25.34	\$25.74	\$26.19
Class 2	\$24.46	\$24.76	\$25.11	\$25.51	\$25.96
Class 3	\$24.20	\$24.50	\$24.85	\$25.25	\$25.70
Class 4	\$23.99	\$24.29	\$24.64	\$25.04	\$25.49

Tier II Pay Schedule

	<u>May 1, 2018</u>	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Hire	\$10.30	\$10.65	\$11.05	\$11.50
After 1 year	\$11.30	\$11.65	\$12.05	\$12.50
After 2 years	\$13.30	\$13.65	\$14.05	\$14.50
After 3 years	\$14.30	\$14.65	\$15.05	\$15.50
After 4 years	\$17.30	\$17.65	\$18.05	\$18.50
After 5 years	\$20.30	\$20.65	\$21.05	\$21.50
After 6 years	\$22.93	\$23.28	\$23.68	\$24.13

Differentials:

There will be a shift differential of \$0.15 per hour for second shift and \$0.20 per hour for third shift. There will be a \$0.15 per hour differential for Saturday and Sunday work when Saturday and Sunday is the regularly scheduled day to work.

Designated lead men as appointed by the City will receive \$0.75 (seventy-five cents) per hour in addition to their stated pay category. Lead men shall be appointed with the City reserving the right to make temporary appointments as deemed necessary.

The water operator with the required license – shall receive an additional \$0.75 (seventy-five cents) per hour.

Sewer plant operators shall receive an additional seventy-five cents (\$0.75) per hour for each license obtained.

Current Tier 1 employees with nine (9) years of service and less will continue to receive longevity as is the current practice of twenty cents (\$0.20) for every three (3) years of service.

Tier 1 employees working on the date of the signing of this Agreement with 10 years or more of service shall receive twenty cents (\$.20) per hour longevity each year.

LONGEVITY

Employees hired after February 1, 2016 (Tier II) shall receive longevity. According to the chart below. Annual Longevity Pay is non-cumulative and shall be the sole amount per year as shown in the table herein below. Maximum Longevity shall be capped at \$3,720.00 per year for any and all years beyond 30 years of service.

<u>Yrs.</u>	<u>Amounts</u>	<u>Yrs.</u>	<u>Amounts</u>	<u>Yrs.</u>	<u>Amounts</u>
<u>1 and 2</u>	<u>\$ 0.00</u>	<u>16</u>	<u>\$2,040.00</u>	<u>30</u>	<u>\$3,720.00</u>
<u>3</u>	<u>\$ 480.00</u>	<u>17</u>	<u>\$2,160.00</u>		
<u>4</u>	<u>\$ 600.00</u>	<u>18</u>	<u>\$2,280.00</u>		
<u>5</u>	<u>\$ 720.00</u>	<u>19</u>	<u>\$2,400.00</u>		
<u>6</u>	<u>\$ 840.00</u>	<u>20</u>	<u>\$2,520.00</u>		
<u>7</u>	<u>\$ 960.00</u>	<u>21</u>	<u>\$2,640.00</u>		
<u>8</u>	<u>\$1,080.00</u>	<u>22</u>	<u>\$2,760.00</u>		
<u>9</u>	<u>\$1,200.00</u>	<u>23</u>	<u>\$2,880.00</u>		
<u>10</u>	<u>\$1,320.00</u>	<u>24</u>	<u>\$3,000.00</u>		
<u>11</u>	<u>\$1,440.00</u>	<u>25</u>	<u>\$3,120.00</u>		
<u>12</u>	<u>\$1,560.00</u>	<u>26</u>	<u>\$3,240.00</u>		
<u>13</u>	<u>\$1,680.00</u>	<u>27</u>	<u>\$3,360.00</u>		
<u>14</u>	<u>\$1,800.00</u>	<u>28</u>	<u>\$3,480.00</u>		
<u>15</u>	<u>\$1,920.00</u>	<u>29</u>	<u>\$3,600.00</u>		

APPENDIX "A-1"
Tier 1 Employees

There are two tiers for Public Works pay. Tier 1 covering current employees at the time of this Agreement signing and Tier 2 covering employees hired after February 1, 2016.

Tier 2 shall be paid at a reduced rate in accordance with the current Public Works salary matrix. Both Tier 1 and Tier 2 pay scales will retain the current starting/longevity pay matrix. Yearly salary increases will be added to both Tier 1 and Tier 2 pay scales as negotiated.

Both parties agree the following language, detailing the manner in which future salary/step increases will be applied to Tier 1 and Tier 2 can only be changed, removed, modified, etc., by unanimous affirmative vote of the Public Works bargaining unit.

All future salary negotiations will be for single uniform amount(s) that will be applied equally and uniformly to both tiers after the 6th year of the Tier II Pay Schedule is met.

The Tier 1 pay matrix will be used for all negotiation / comparable purposes while Tier 1 Public Works retain a 51% + majority within the bargaining unit.

APPENDIX "B"

Employee	Seniority	Date Hired
McVey, Rankin	1	8-28-89
Lawrence, Ed	2	7-23-90 (A)
Johnson, Dave	3	7-23-90 (B)
Norment, Monty	4	5-15-96 (A)
Norman, Clint	5	5-15-96 (B)
Phillips, Steve	6	5-12-97
McEvers, Sean	7	6-15-99
Mann, Steve	8	7-12-99
Lattuada, Randy	9	2-28-01 (A)
Barham, Trevor	10	2-28-01 (B)
Walsh, Ray	11	7-31-02 (Terminated 01-25-19)
Childers, Josh	12	1-12-05
Smith, Ross	13	6-13-07 (A)
Ward, Cody	14	6-13-07 (B)
Johnson, Robert	15	12-12-07 (A)
Bloodworth, Tim	16	12-12-07 (B)
Gibbons, Shawn	17	1-28-09
Warren, Jared	18	1-26-10
Miller, Halston	19	7-14-10 (A)
McGinnis, Mike	20	7-14-10 (B)
James, Mike	21	2-1-11 (A)
Brandon, Travis	22	2-1-11 (B)
Essick, Kyle	23	8-29-12 (A)
Perrine, Matt	24	8-29-12 (B)
Herzog, Colton	25	7-3-13 (A)
Bauernfeind, John	26	7-3-13 (B)
Hall, Jeff	27	10-23-13
Smith, Brynne	28	3-1-16 (A)
Linton, Danny	29	3-1-16 (B)
Gunter, Michael	30	3-1-16 (C)
Walker, Derrick	31	3-1-16 (D)

APPENDIX "C"
LIUNA NATIONAL (INDUSTRIAL) PENSION FUND
PREFERRED SCHEDULE

Whereas the undersigned Union and Employer are parties to a Collective Bargaining Agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every Collective Bargaining Agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that Agreement;

It is hereby agreed by the Undersigned Union and Employer as follows:

1. This Section shall be considered as part of the Collective Bargaining Agreement. The provisions of this Section supersede any inconsistent provision of the Agreement.
2. The current contribution rate to the Pension Fund of 5.36% percent of all salary or wage payments that each employee covered by this Agreement is paid by the Employer (including months or portions of months of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime, as well as any salary or wage bonus) shall be increased by ten percent (10%) to the rate of 5.90% of all salary or wage payments that each employee covered by this Agreement is paid by the Employer (including months or portions of months of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime, as well as any salary or wage bonus) effective May 1, 2019. On each anniversary of that effective date for the term of the Collective Bargaining Agreement, the contribution rate then in effect shall be increased by another ten percent (10%) (rounded to the next highest penny). The existing negotiated rate of pay for employees will be reduced by any additional contributions made to the Pension Fund by the City starting May 1, 2018 and for the period covered by the existing Collective Bargaining Agreement and any extension thereof.

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group(s) will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income Option, and Widow/Widower Lump Sum Option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5000 or less and for the Fund's \$5000 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules and Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of May 1, 2018, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

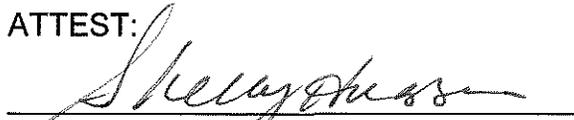
To acknowledge their Agreement to this Addendum, the Union and Employer have caused their Authorized Representatives to place their signatures below:

For the Employer:
City of Herrin


 Steve Frattini, Mayor

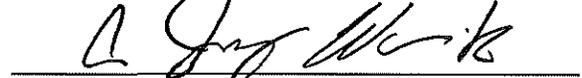
Date: 4-29-19

ATTEST:


 Shelly Huggins, City Clerk

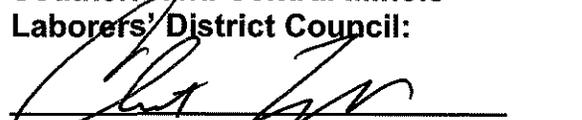
Date: 4-29-19

For the Union:
Laborers' Local 773


 Jerry Womick, Business Manager

Date: 4-29-19

Southern and Central Illinois
Laborers' District Council:


 Clint Taylor, Business Manager

Date: 4/24/19

EXHIBIT "D"
DUES WITHDRAWAL AUTHORIZATION
LABORERS' LOCAL 773
 5102 Laborers' Way
 MARION, IL. 62959

AFFILIATED WITH
 THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

City of Herrin (Public Works Department)

I, _____, (print name), do hereby assign to Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check-off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 20_____.

 Phone Employee Signature

 Date of Birth Social Security Number

 Street Address

 City State Zip Code

 Initiation Fee Date Employed Dues