

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF HERRIN, ILLINOIS  
(CLERICAL)**

**AND**

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

**AND**

**LABORERS' LOCAL 773**



**DURATION: MAY 1, 2018 THROUGH APRIL 30, 2022**

**THE CITY OF HERRIN, ILLINOIS  
(CLERICAL)**

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**THE CITY OF HERRIN, ILLINOIS  
(CLERICAL)**

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Herrin, Illinois, hereinafter referred to as "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".

### **ARTICLE 1 PURPOSE**

This Agreement is entered into for the purpose of prescribing the rights of the employees, Union and Employer, to provide an orderly collective bargaining relationship between the Employer and the Union, and to clarify the terms upon which the relationship depends. It is the intent of the City and the Union to work together and to provide and maintain satisfactory terms and conditions of employment and to prevent and adjust misunderstandings and grievances relating to hours and working conditions.

### **ARTICLE 2 RECOGNITION**

The Employer hereby recognizes the Laborers' International Union of North America as the sole and exclusive collective bargaining representative on matters relating to wages, hours and other terms and conditions of employment for clerical employees, specifically Assistant Budget Director, City Clerk Secretary, Senior Water Clerk, Water Clerk I, Water Clerk II, and Fire Department Dispatcher.

The City agrees not to enter into any agreements or contracts with its employees covered by this Agreement, individually or collectively, nor negotiate or bargain with them, except with the duly authorized Union Representative. All individual contracts shall be null and void.

### **ARTICLE 3 NON-DISCRIMINATION AND EQUAL EMPLOYMENT 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).

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.

#### **ARTICLE 4 UNION MEMBERSHIP AND DUES**

The City agrees to deduct from the wages of each employee, who has authorized the City to do so in writing, such initiation fees and monthly dues as the Union shall designate. Such deductions shall be made in the same weekly pay period of each month and shall be remitted monthly to the Secretary-Treasurer of Laborers' Local 773.

The Union shall indemnify and hold the City, its agents and employees, harmless 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 Article.

The dues authorization to be signed by the employees will be made a part of this Agreement in Appendix "B".

#### **ARTICLE 5 MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the management of operations of the City; the determination of its policies, budget, and operations; the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to the right to hire, promote, transfer, allocate, assign and direct employees; to establish the number and classification of positions; to discipline, demote, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments and divisions, and work to be performed by employees; to determine quality and the number of hours of work, to establish and change work schedules and assignments; to introduce new methods of operations; to eliminate, relocate, transfer, or subcontract work and to maintain efficiency is vested exclusively in the City, provided the exercise of such rights by Employer does not conflict with the provisions of this Agreement.

#### **ARTICLE 6 NO STRIKE, NO LOCKOUT**

**No Strike:**

Neither the Union, nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slow down, speed up, sit down, concerted stoppage of work, concerted refusal to perform

overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for such action.

Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibitive conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it to be a precedent. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about the compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and direct them to return to work.

**No Lockout:**

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 7  
DISCIPLINE AND DISCHARGE**

The Employer and Union recognize the principals of progressive and corrective discipline. Disciplinary action or measures shall include:

- Verbal warning
- Written warning
- Suspension
- 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.

**Verbal Warning:**

A verbal warning is provided by a supervisor for the purpose of correcting a deficiency in the employee's performance. A verbal warning shall be noted in the employee's personnel file. A verbal reprimand shall be removed from the personnel file in six (6) months if no other violations occur within the six (6) month period.

**Written Reprimand:**

A written reprimand shall specify the performance problem and the expected standards for correction, the consequences if no correction is made and a scheduled review date. The written reprimand is placed in the employee's personnel file and a copy is provided to the employee. A written reprimand shall be removed from the personnel file in twelve (12) months if no other violations occur within the twelve (12) month period.

**Suspension:**

The Employer may immediately suspend an employee when the conduct of the employee is such that it may jeopardize or negatively impact upon the operations of the City. The suspension may be without pay pending a review of the conduct. The reason for the suspension shall be in writing, a copy of which shall be given to the employee and to the Union representative, and a copy placed in the employee's personnel file.

**Performance Probation:**

The City shall have the right to place an employee on performance probation not to exceed sixty (60) days for less than adequate job performance. The employee shall be notified of the areas in which performance must improve or if no improvement is made he will be discharged. While on performance probation, an employee will not lose benefits or other contractual rights.

**Limitation:**

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

**ARTICLE 8  
GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION**

**Grievance:**

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

**General Requirements:**

- A. All grievances shall be initiated no later than three (3) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint. Knowledge by the employee, or by a Union representative, is considered knowledge by the Union.
  
- B. The grievance shall be in writing, on a form approved by the Employer, and shall include the following:
  - 1. The date of the alleged violation;
  - 2. Statement of facts upon which grievance is based;
  - 3. The provision(s) of the Agreement violated;
  - 4. The remedy requested;
  - 5. Initial list of witnesses known at the time.

Unintentional mistakes made on the written grievance form shall not be deemed a waiver of the grievance.

- C. Time frames at any point throughout the grievance procedure may be extended by mutual agreement of the parties.
- D. Any waiver by the Employer of the technical requirements of a written grievance shall not be considered the establishment of a past practice for future grievances.
- E. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without intervention of the Union; provided, that the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the Employer and the Union.

**Grievance Steps:**

**Step 1:**

An employee and/or the Union shall present the grievance in writing to the Department Director within three (3) working days of the occurrence giving rise to the grievance. The Director shall meet with the employee in an effort to resolve the grievance informally. In the event the employee reports directly to the Mayor, the grievance shall be presented to the Mayor.

**Step 2:**

In the event the grievance is not resolved at Step One, the Union may file the grievance with the Mayor within two (2) working days after receiving a response from the Department Director. Within seven (7) working days from the receipt of the grievance, the Mayor, or his designee, shall meet with the grievant and the Union. The Mayor or his designee shall render a decision within three (3) working days of the grievance meeting.

**Step 3:**

In the event the grievance is not settled in the previous two steps, the Union may submit the grievance to arbitration. Any grievance not appealed from one 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 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 shall this additional time exceed ten (10) calendar days at any one step and will require a written request at each such extension.

A joint request for an arbitrator shall be made to the Illinois Public Labor Relations Board. Upon receipt of the list, an arbitrator shall be selected by the Union and the City by alternating striking one name each until one 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.

**Arbitration Procedure:**

The parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The arbitrator shall act in a quasi-judicial manner 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 so submitted. Any issue of arbitrability shall be decided by the arbitrator prior to any hearing on the issue. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee.

The City and the Union shall share all of the arbitrator's fees and costs equally. If either party desires a verbatim record of the proceeding, it may cause such record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

**ARTICLE 9  
UNION RIGHTS**

**Union Activity:**

Employees shall not participate in any form of Union activity during normal working hours. A grievant, or a Union representative of a grievant, will be permitted a reasonable time, without loss of pay, during work hours to investigate and process a grievance. No employee or Union representative shall leave his work site to investigate or process a grievance without first notifying and making arrangements with his immediate supervisor.

**Union Access:**

Employer agrees that Representative and Officers of Laborers' Local 773 shall have reasonable access to the public premises of the Employer, after giving notice upon arrival to the appropriate City Representative.

**Union Bulletin Board:**

The Union shall be allowed to place one (1) bulletin board in City Hall to be used solely and exclusively by the Union.

**Union Steward:**

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. During any grievance or arbitration hearing, employees involved in the grievance, including witnesses and Union

Representatives, shall not lose any pay when required to be present during working hours.

## **ARTICLE 10 EMPLOYEES**

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

### **Probationary Employee:**

All new employees shall be considered probationary for the first six (6) months 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 or any other right or privileges set forth in this Agreement.

### **Regular Full-time Employees:**

Regular full-time employees are those individuals who work thirty-five (35) or more hours per week on a regular and continuing basis. Regular full-time employees are entitled to all the benefits provided in this Agreement.

### **Regular Part-time:**

Regular part-time employees are those employees who regularly work less than thirty-five (35) hours per week. Regular part-time employees are not entitled to any benefits provided in this Agreement.

### **Temporary Employees:**

Temporary employees may be full-time or part-time employees who are employed for a specific purpose and for a prescribed and limited period of time. Temporary employees are not entitled to any benefits provided in this Agreement.

## **ARTICLE 11 HOURS OF WORK**

### **Workweek:**

**The workweek for employees is Monday through Friday and shall start at 8:00a.m. and go until 4:00 p.m. and includes a one (1) hour paid lunch break. Time worked after 4:00 p.m. will be paid at one and one half (1 ½) times the normal rate of pay.**

### **Hours:**

The regular workweek shall be thirty-five (35) hours, with the normal workday being seven (7) hours a day. This provision is not intended to be a guarantee of any number of hours or a limitation on the Employer's right to schedule overtime. The City reserves the right to modify all work schedules and hours in order to meet the needs of the City.

### **Office Hours:**

Daily office hours are from 8:00 a.m. to 4:00 p.m., with a one (1) hour paid meal break.

**Overtime:**

Time and one-half of an employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per day.

**Required Overtime:**

The Department Director shall have the right to require overtime work. In the event overtime is necessary, volunteers will be requested for the overtime hours. If no volunteers are forthcoming, the Department Director shall assign the overtime work.

**Overtime Approval:**

All overtime shall be approved, in advance, by the appropriate Director.

**Breaks:**

All employees shall be entitled to two (2) ten (10) minute break periods per workday. Breaks shall be taken so as not to interfere with City operations.

**Lunch Period:**

Lunch periods are one (1) hour in duration and shall be scheduled by the appropriate Department Director in order to meet the operational needs of the City. The lunch period, whether officially taken, shall not be used for compensatory time or as a substitute for tardiness. Lunch periods may not be taken at the end of the day or in conjunction with the breaks, without the express permission of the appropriate supervisor. The Employer retains the authority to require on-site lunch breaks for operational needs of the City.

**ARTICLE 12  
HOLIDAYS**

The following days shall be recognized and observed as paid holidays:

- |                           |                |
|---------------------------|----------------|
| New Year's Eve            | New Year's Day |
| President's Day           | Good Friday    |
| Memorial Day              | Fourth of July |
| Labor Day                 | Thanksgiving   |
| Friday After Thanksgiving | Christmas Eve  |
| Christmas Day             |                |

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.

If the City grants another bargaining unit additional holidays, the members of this bargaining unit will receive the same benefit.

**ARTICLE 13  
VACATION**

Vacation with pay is granted to all regular full-time employees as follows:

Employees hired after May 1, 1999, shall earn vacation as follows:

Completion of 1 year of service	Five vacation days
Completion of 3 years of service	Ten vacation days
Completion of 5 years of service	Fifteen vacation days

Employees hired before May 1, 1999, shall earn vacation as follows:

Completion of 1 year of service	ten vacation days
Completion of 5 years of service	fifteen vacation days

One additional day of vacation shall be added for each year of service over five (5) years.

No employee shall earn more than thirty (30) days' vacation in any one year regardless of the number of years of service 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.

Employees may not accrue vacation from year to year; all vacation shall be used within a twelve month period from the date earned.

Employees will be allowed the option to sell back to the City a maximum of one (1) weeks' vacation (forty (40) hours) per year at the employee's current rate of pay. The request will be paid in straight time once they have made the request one week in advance and after it is approved by the Budget Director. It is also understood that multiple requests shall be decided by seniority.

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 denied the request. In this case, the employee will, with the approval of the Employer, be allowed to carry those days into the next year only or be paid for the days denied within that previous year.

Requests for vacation may be denied for operational needs of the Department.

An employee who is separated from service with the City shall be compensated in case for all unused vacation accumulated at their current rate of pay.

## **ARTICLE 14 SICK LEAVE**

Regular full-time employees shall receive one (1) sick day per month, beginning the seventh month of employment, upon completion of the probationary period.

Such leave may be used for the care of a member of the employee's immediate family or household. For purposes of this Article, "immediate family or household" shall mean any person living in the employee's household for whom the employee has legal custodial responsibility, and who requires the employee's care.

An employee who is unable to report to work because of illness shall telephone his supervisor at least one-half (½) hour before the start of the workday. Employees who are absent for three (3) consecutive days may be required, at the option of the Department Director, to provide a written confirmation of the illness from a physician. The City reserves the right to require the doctor's slip when it has reasonable suspicion that sick leave is being abused.

Upon retirement, an employee shall be paid fifty percent (50%) of the current rate of pay for each accrued sick day. (Sick leave shall not be paid upon resignation or discharge). The remaining sick days shall be credited to the employee's Illinois Municipal Retirement Fund account.

### **Family Medical Leave:**

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 to care for a covered service member during a twelve month period.

### **Bereavement Leave:**

Up to three (3) days of bereavement leave may be granted in the event of a death in the immediate family of an employee. The Employer agrees to provide the employee leave without loss of pay as a result of death in the immediate family, not to exceed one (1)

day beyond the date of burial. This may be extended to one (1) week by the Director. In the event of a death outside the immediate family, the employee will be granted sufficient time off without loss of pay to attend the funeral. For purposes of this Section, immediate family is defined as: spouse, child, (including stepchild), parent, sibling, grandchild, grandparent, mother-in-law or father-in-law, son-in-law, daughter-in-law.

**Personal Days:**

Each full-time regular employee shall receive three (3) personal days per year. Except in cases of emergency, the Director shall receive forty-eight (48) hours' notice of the intent to use a personal day. Personal days shall not be accumulated.

**Jury Duty:**

Leave with pay shall be granted to employees for time spent in jury and grand jury service. The Employer will pay the employee's regular salary and the employee shall present the check received for jury duty properly endorsed to the City. To qualify for jury duty leave, the employee shall submit a copy of the notice and documentation of all payments received.

**ARTICLE 15  
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 16  
LIUNA PENSION FUND/SECTION 457 PLAN**

**Section 1:**

The Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

**Section 2:**

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 Appendix "A" 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.

**Section 3:**

The City agrees to participate in the 457 Plan and to contribute \$100.00 (one hundred dollars) per month for each employee covered by this Agreement.

**ARTICLE 17  
WAGES**

For current employees their salaries adjusted upwards by **thirty cents (\$.30)** per hour first year, **thirty-five cents (\$.35)** per hour second year, **forty cents (\$.40)** per hour third year, and **forty-five cents (\$.45)** per hour the fourth year.

Employees shall be paid every two weeks on Friday.

All new hires shall receive ten dollars (\$10.00) per hour upon starting work for the City and shall receive the negotiated contractual raise every year thereafter until the expiration of this agreement.

In the event that any position in the bargaining unit becomes open then the starting salary of said position shall be negotiated with the Union. All contractual provisions will apply.

**ARTICLE 18  
LONGEVITY**

Employees working on the date of the signing of this Agreement shall receive **twenty cents (\$0.20)** per hour longevity beginning with the third year of employment **and paid retroactive to the start date of May 1, 2018.**

**Any employee hired after May 1, 2018 shall receive longevity payments as follows: 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.**

**Yrs.**      **Amounts**              **Yrs.**      **Amounts**              **Yrs.**      **Amounts**

<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>		

**ARTICLE 19  
SENIORITY**

Seniority is defined as the length of continuous service a regular full-time employee has in a specific department, specifically Public Works, Budget Office and Fire Department.

Seniority shall prevail for layoffs and recalls, subject in all cases to the employee's ability to perform the particular job.

An employee shall lose seniority rights in the event of the following:

- A. Resignation of the employee.
- B. Discharge for cause.
- C. Absence from work for three consecutive workdays without authorization or without notifying his supervisor as required by Article 14.
- D. Failure to report to work when recalled from layoff within three (3) days of the notice to the employee and the Union.
- E. Absence from work by reason of layoff or any other reason for a period which exceeds twelve (12) months.
- F. The City may fill any vacancy regardless of seniority while waiting for a recalled employee to return to work.

**ARTICLE 20  
LAYOFF AND RECALL**



**Layoff:**

In the event of a reduction in force, the Employer shall select the employee for layoff who has the least seniority in the Department, so long as operational needs of the Department are met.

**Recall:**

Recall is subject, in all cases, to the employee's ability to perform the job for which the recall is made. Recall rights are strictly limited to twelve (12) months.

**ARTICLE 21  
VACANCIES**

**Posting:**

Whenever a vacancy occurs in any existing job classification or as a result of the creation of a new classification or position, the City shall post a notice of such vacancy on an official City bulletin board for five (5) days. During this five (5) day period, any employee who wishes to apply for the vacant position shall submit his application.

**Selection:**

Any employee who makes timely application for a bargaining unit job opening shall be granted an interview if he meets the minimum qualifications as stated on the posting. If the employee applicant clearly does not meet the minimum qualifications for the opening, the employee shall so be advised in advance of any decision being made on filling the bargaining unit job vacancy.

When selecting from among two or more employees in the bargaining unit who have applied for the vacancy, the City shall give consideration to the most senior employee when the City determines that qualifications are substantially equal. Qualifications shall mean the present possession by the employee of educational prerequisites, skill, aptitude, training, experience, and ability to perform the work in a satisfactory manner without training. The City retains the right to hire an outside applicant when there are no qualified bargaining unit applicants.

**Change In Qualifications:** In the event the City determines that the qualifications warrant modification, the City will review the new qualifications with the Union prior to posting the position.

**ARTICLE 22  
LEAVE WITHOUT PAY**

The City agrees to grant leave without pay pursuant to the Family Medical Leave Act, and to submit applications to IMRF for those employees who are temporarily disabled and unable to work.

### **ARTICLE 23 IMPASSE**

In the event impasse is reached during negotiations, the parties agree to utilize the services of the Federal Mediation and Conciliation Service in an attempt to reach an agreement.

### **ARTICLE 24 SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful or unenforceable, such determination shall apply to the specific Article, Section or portion thereof. Upon the issuance of such decision, the parties hereto agree to immediately negotiate a substitute for the invalidated Article or Section. The remaining Articles and Sections of this Agreement shall remain in full force and effect.

### **ARTICLE 25 CLOTHING ALLOWANCE**

Each employee shall receive A clothing allowance for appropriate office attire of three hundred dollars (\$300.00) per year. The employee shall be reimbursed by first providing to the City a bill from a vendor where an 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.

### **ARTICLE 26 AMENDMENTS**

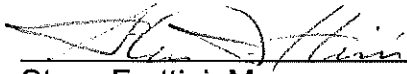
It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, deletions, changes or amendments shall be made except by mutual agreement, in writing, of the parties hereto.

### **ARTICLE 27 DURATION**

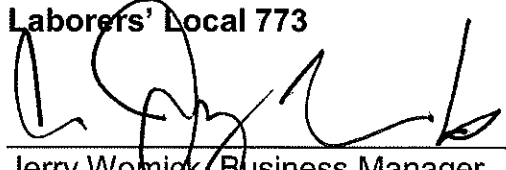
This Agreement shall be effective as of the 1<sup>st</sup> day of May, 2018 and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall, unless mutually agreed otherwise, begin not later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this 9<sup>th</sup> day of April, 2018.

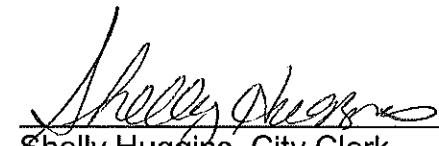
**FOR THE EMPLOYER:**  
City of Herrin, Illinois

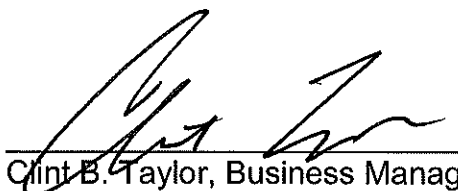
  
\_\_\_\_\_  
Steve Frattini, Mayor

**FOR THE UNION:**  
Laborers' Local 773

  
\_\_\_\_\_  
Jerry Womick, Business Manager

**THE CENTRAL AND SOUTHERN  
ILLINOIS LABORERS' DISTRICT  
COUNCIL**

  
\_\_\_\_\_  
Shelly Huggins, City Clerk

  
\_\_\_\_\_  
Clint B. Taylor, Business Manager

**APPENDIX "A"**

**LABORERS' 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 **(2.14%)** of salary shall be increased effective **May 1, 2018** by 10% to the rate of **(2.36%)** of 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).


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 existing negotiated rate of pay for employees will be reduced by any additional contributions made to the Pension Fund by the City starting January 1, 2011 and for the period covered by the existing Collective Bargaining Agreement and any extension thereof.

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. 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 10% (rounded to the next highest penny).

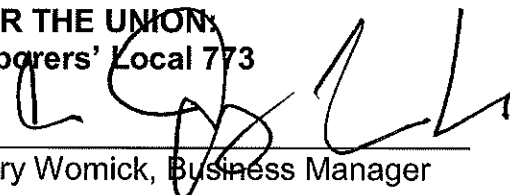
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group(s) will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based 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 and dated on this 9<sup>th</sup> day of April, 2019.

**FOR THE EMPLOYER:**  
**City of Herrin, Illinois**

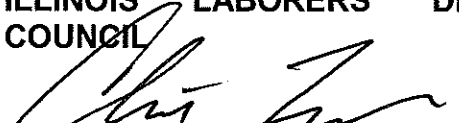
  
 Steve Frattini, Mayor

**FOR THE UNION:**  
**Laborers' Local 773**

  
 Jerry Wornick, Business Manager

**THE CENTRAL AND SOUTHERN  
 ILLINOIS LABORERS' DISTRICT  
 COUNCIL**

  
 Shelly Huggins, City Clerk

  
 Clint B. Taylor, Business Manager

**APPENDIX "B"  
DUES 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 (CLERICAL)**

I, \_\_\_\_\_, (print name), do hereby assign to Laborers' 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 said 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 of Employment Dues