

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CITY OF MARION
PUBLIC WORKS**

AND

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

AND

**LABORERS' LOCAL UNION 773,
TEAMSTERS LOCAL 50**



DURATION: MAY 1, 2019 THROUGH APRIL 30, 2022

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**COLLECTIVE BARGAINING AGREEMENT
ARTICLE 1
PARTIES TO CONTRACT**

This Collective Bargaining Agreement made and entered into by and between the City of Marion, Illinois, (hereinafter referred to as the "City"), and Laborers' International Union of North America , The Southern and Central Illinois Laborers' District Council and Laborers' Local 773, (hereinafter referred to as the "Union"), it being understood that the terms "Union" shall include with the Laborer's the members of the General Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 50 employed by the City.

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 2
TERRITORY COVERED**

It is agreed that this Agreement shall cover all territory within the jurisdiction of the City of Marion, Illinois.

**ARTICLE 3
AREA OF EMPLOYEES COVERED**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all employees in the Street, Water, Sewer, Public Affairs and Cemetery Departments for the purposes of collective bargaining of wages, and all other terms and working conditions of employment. It is further agreed that neither party can give or assign any position of the laborers' work to which this Agreement applies to any other craft or organization without the written consent of the other party.

At all times four of the City's employees shall be members of the aforementioned Teamsters Local Union No. 50 who shall receive the same benefits and be subject to the same obligations as the laborers.

**ARTICLE 4
EMPLOYEE DEFINITIONS**

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

Probationary Employee: All new full-time employees shall be considered probationary for the first one hundred and eighty (180) days following the date of hire with the City. The City 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 Employee: Regular full-time employees are those individuals who work forty (40) 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 Employee: Regular part-time employees are those employees who regularly work less than forty (40) hours per week. Regular part-time employees are entitled to pro-rata benefits provided in this Agreement and what is mandated by IMRF.

Temporary Employee: An employee hired for 999 hours or less for a specified purpose. No temporary employee shall work in a bargaining unit position while there are part time and full time bargaining employees on lay off. Wages for a new temporary employee will be thirteen dollars (\$13.00)

Lead Man A "lead man" shall perform the regular duties in his department and relay orders from the supervisor. Lead-men shall have the authority to see that a work order is carried out.

**ARTICLE 5
WAGE SCALE**

It is understood and agreed that the wage scale shall be that as listed below:

	2019	2020	2021
STREET DEPARTMENT:			
Lead Man*	\$25.97	\$26.47	\$26.97
Labor Mechanic	\$23.85	\$24.35	\$24.85
Laborer	\$23.77	\$24.27	\$24.77
SEWER DEPARTMENT:			
Lead Man*	\$25.97	\$26.47	\$26.97
Asst. Chief Opt.	\$23.98	\$24.48	\$24.98
*Plant Opt.	\$23.77	\$24.27	\$24.77
Laborer	\$23.77	\$24.27	\$24.77
WATER DEPARTMENT:			
Lead Man/Chief Opt*	\$25.97	\$26.47	\$26.97

Asst. Chief Opt.	\$23.98	\$24.48	\$24.98
*Plant Opt.	\$23.77	\$24.27	\$24.77
Laborer	\$23.77	\$24.27	\$24.77

CEMETERY DEPT.

Lead Man*	\$25.97	\$26.47	\$26.97
Labor Mechanic	\$23.85	\$24.35	\$24.85
Laborer	\$23.77	\$24.27	\$24.77

PUBLIC AFFAIRS:

Lead Man*	\$25.97	\$26.47	\$26.97
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* SEE ARTICLE 19- PAY DIFFERENTIAL

* Lead Man receives the raise plus \$1.25

Definition of Relief Operator: Four (4) days on outside crew and one (1) day inside plant and relieves operators for vacation. Days off rotate to same as the operator he is relieving.

ANNUAL WAGE RATES BASED ON 2080 HOURS WORKED:

Title	2019	2020	2021
Lead Man	\$54,017.60	\$55,057.60	\$56,097.60
Labor Mechanic	\$49,608.00	\$50,648.00	\$51,688.00
Laborer	\$49,441.60	\$50,481.60	\$51,521.60
Asst. Chief Opt.	\$49,878.40	\$50,918.40	\$51,958.40

All employees shall be paid every other Friday.

**ARTICLE 6
UNION SECURITY CLAUSE**

During a probationary period of one hundred eighty (180) days, employees will not be subject to the benefits of this Agreement. Upon successful completion of the probationary period all rights and benefits shall be retroactive to the first date of hire

The City shall furnish the Union with the names, addresses, and job classifications of new employees within two (2) weeks after their employment commences. The City shall also furnish the Union with the names of terminated employees covered by this agreement within two (2) weeks of their termination or voluntary quit.

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall continue in accordance with applicable law and shall be irrevocable except in accordance with the terms under which an employee voluntarily

authorized said deductions. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 7 WORK WEEK, OVERTIME AND SENIORITY

A maximum of eight (8) hours work shall constitute a work day and five (5) work days shall make up a work week. All work performed in excess of forty (40) hours in a work week or eight (8) hours in a work day shall be paid at time and one half (1½) for each hour actually worked. When the regularly scheduled work week of any employee includes Saturday or Sunday, such days shall be counted as a regular work day.

If any employee has worked forty (40) hours in a week and is called for work on Saturday, he shall be paid time and one-half (1 ½), and if called on Sunday or a City holiday, he shall be paid double time. Any employee who works a City holiday when such holiday is part of his regular scheduled work week shall be paid the regular shift wage and in addition thereto shall be paid double-time for time actually worked.

For purposes of computing overtime Holidays, Sick Leave, Vacation and Funeral Leave, shall be counted as actual time worked.

Overtime shall be divided as equally as possible among the employees of each department depending on the job and availability of the employee.

SENIORITY:

The seniority of each employee shall be calculated from the date the employee was last permanently employed by the City. Seniority shall be the determining factor for layoffs, and recalls except when a less senior employee in a department holds a license essential to the needs of the City and a more senior employee does not.

In the event an employee is transferred from one of the aforesaid departments to another of such departments, his seniority shall transfer with him, however, he may not utilize his seniority as the basis for replacing an employee with less seniority in the department to which he transfers.

If a layoff accurse all temporary, part time, and summer help hired by the City of Marion must be laid off before any full time employees are to be laid off.

For the purpose of layoff, recall, or job bidding seniority shall be applied department wide, meaning the amount of time an employee has in the department affected.

ARTICLE 8 JOB BIDDING

The City of Marion will advise all departments if, and when, an opening occurs within the City. Any employee interested in applying for these positions will be required to fill out an application along with any certificates or resumes that might be pertinent to that specific job. While the City reserves the right to fill such position as seen fit by the Commissioner of said department, current employees not assigned to that specific department will be given an opportunity, through written notice, announcing the availability of an opening.

When a vacancy occurs or a new job is created in any of the four departments that are in the bargaining unit, regular full-time employees in the department shall have the opportunity to bid on the vacancy. Seniority and job qualifications, based on job description, shall be the determining factors in awarding the bid. Qualifications, based on job descriptions, being equal, seniority shall prevail.

A regular full-time employee in the department shall have five (5) working days to bid on an opening (excluding Saturdays, Sundays, and Holidays) after posting. The day of posting shall not be counted. All bids for the vacancy shall be submitted to the Superintendent of the department and Business Agent.

If no employee in the department bids on the vacancy, the City shall have the right to fill the vacancy from the applicants outside the department.

Although acceptance of a bid, by an employee, outside the department in which a vacancy exists is not mandated, such bid will be considered.

In the event a current regular full-time employee successfully bids for such vacant or new position in the department the employee may be returned to his former position by the City within sixty (60) days after transferring to the vacant or new position if the City determines the employee is unable to perform the duties of such position competently and satisfactorily.

If the City makes such determination the employee shall be returned to the position held prior to filling such vacant or new position. In that event, the vacant or new position shall be awarded to the next qualified senior employee in the department, who bid for the position when posted.

Plant operators shall have up to one (1) year to qualify for a required license, it being understood the one (1) year qualification period shall be reduced to six (6) months when such operator has completed high school and satisfactorily completed the actual credited three (3) month correspondence course or equivalent for licensing of plant operators. It is further understood the employee may study such course while on duty when such study will not interfere with the performance of his usual responsibilities. It is also understood such employee will enroll in such correspondence course without delay.

**ARTICLE 9
CALL OUT PAY**

All special or emergency work that necessitates a call out of men for any work less than two (2) hours work in one day shall be paid for a minimum of two (2) hours pay. All over two (2) hours shall be for time worked. This does not apply to an extension of the employees' regular shift.

When an employee is required to take a phone call after regular working hours which does not result in a call-out, he will be paid fifteen (15) minutes or the length of the call if greater, at the rate of time and one half provided the call is made by a supervisor or previously approved.

**ARTICLE 10
CITY HOLIDAYS**

*ADDED
MJK SLK*

City paid holidays recognized under this Agreement:

- | | |
|------------------|---------------------------|
| New Year's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |

A City holiday shall be from midnight to midnight, to be paid at two (2) times the regular rate of pay if worked. City holidays falling on Saturday shall be observed on the Friday preceding the holiday, and holidays falling on Sunday shall be observed on Monday following the holiday. An employee must work the scheduled day before and the scheduled day after a Holiday to receive said Holiday pay unless contractual time is used and approved by the Superintendent.

**ARTICLE 11
RAIN AND INCLEMENT WEATHER**

It is agreed that in the event of rain or inclement weather, the employee shall receive his pay as usual, that is, no employee shall lose any portion of his pay because of rain, etc., but the employee shall report for work and perform such duties as assigned by the Superintendent or person in charge of the department.

**ARTICLE 12
SICK AND FUNERAL LEAVE**

Employees covered by this Agreement shall accrue sick leave at the rate of twelve (12) hours per month, accrued to the IMRF maximum. Employees having over six hundred (600) accumulated sick leave hours at the end of the calendar year, shall be allowed to sell back to the City unused, accrued sick leave hours for the calendar year. The pay for

the buy back of these unused sick days will be calculated at one-half (1/2) of the employee's regular rate of pay. The employee shall make written application to the City Treasurer's office by the first (1st) working day of the new calendar year, requesting the unused days be sold back to the City. The City shall make payment to the employee on the first (1st) full pay period of the new calendar year. The payment shall be made by separate check from the employee's regular paycheck.

It shall be incumbent upon the employee to call by telephone or otherwise notify the Supervisor of his department by time to start work if the employee is sick and unable to work.

A sick day may be used when an employee is ill and unable to report for work, for appointments with health care professionals, and when a spouse, child, parent or a member of his household is ill, and for no other purposes. Sick leave abuse may be grounds for disciplinary action, up to and including discharge. Sick leave abuse includes a pattern of taking a sick day on a Friday or Monday, or immediately prior to, or immediately after a Holiday. A physician's statement may be required when an employee is absent from work in excess of two (2) consecutive days or when there is reason to believe that there is abuse of sick leave.

After an employee has been deemed in violation of the sick leave policy, the employee will only be paid at a fifty percent (50%) rate for the first eight (8) hour workday of any subsequent sick leave occurrence in that calendar year.

An employee will, at their discretion, be entitled to use up to two (2) days per year sick leave for personal leave purposes. Use of sick leave for personal leave purposes may not be used in less than half (1/2) day increments and shall not be cumulative from year to year but will remain on the books as sick leave. Approval in advance by the Supervisor for usage of the personal leave is necessary unless of an emergency.

When there is a death of an immediate family member the employee shall receive three (3) days off with pay. Immediate family shall be defined as: spouse, parent (including in laws and step), children (including step, brother, and sister including in laws and step), grandparents (including step), or grandchildren (including step). Up to two (2) additional bereavement leave days may be granted with approval of the Supervisor of the department if the employee requests (without pay or use of any paid leave time).

ARTICLE 13 VACATION

Vacation leave shall be earned in the following schedule:

1 year of service	1 week
2 years of service	2 weeks
7 years of service	3 weeks
14 years of service	4 weeks

Each employee who has fifteen (15) years of service shall receive four (4) weeks plus one (1) additional day of vacation, sixteen (16) years of service four (4) weeks and two (2) additional days and the same shall continue to a maximum of seven (7) such additional days.

Employees hired after the effective signed date of this Agreement shall earn vacation leave as follows:

1 year of service	1 week
3 years of service	2 weeks
8 years of service	3 weeks
15 years of service	4 weeks

Each employee shall make requests for vacation at least sixty (60) days in advance of the time preferred for vacation. The employee will be allowed to change vacation dates by giving his supervisor thirty (30) days notice of the need to change their vacation date. All such requests will be given to the Superintendent of the department. All requests will be approved on the basis of seniority in the department and the schedule of work of the department as determined by the Superintendent and the Commissioner of the department. Vacation days may be taken separately if requested at least three (3) days in advance.

All vacation leave must be approved in advance by the Superintendent or person in charge of the department. All vacation time for each employee will be calculated from the date the employee was first permanently employed by the City. Any employee who is separated from the City shall be compensated in cash for all unused vacation time accumulated, at the rate of pay at the time of separation. In the case of death of an employee, the compensation due that employee shall be paid to his estate. Vacation may not be carried over from year to year.

ARTICLE 14 DRIVING PRIVILEGE

All employees are required to have a valid driver's license, as a condition of employment. While the City, at its sole discretion, reserves the right to terminate an employee who does not retain such license, the City will generally exercise this right when the employee is unable to perform all job duties which require a valid driver's license.

ARTICLE 15 COMPENSATION INSURANCE

The City must satisfy the Union that the men are properly covered by workman's compensation insurance. All employees covered by this Agreement shall abide by and comply with all reasonable safety rules promulgated by the City.

**ARTICLE 16
ICE WATER**

It is agreed that ice water will be furnished by the City at all times.

**ARTICLE 17
EQUIPMENT AND TOOLS**

The City shall be required to furnish all tools determined necessary by the Superintendent to accomplish assigned duties. Rubber boots will be furnished to all actively working employees working in mud, water, or concrete and may be authorized by the department Superintendent on an as need basis. Rubber coats and hats will be furnished to all employees working in rain or where water drips on them and shall be charged to the employee until returned.

Effective May 1st, each year of the Agreement, each actively working employee shall receive a clothing and boot allowance on the voucher system. May 1, 2019 the allowance will be four hundred thirty dollar (\$430.00); May 1, 2020 the allowance will be four hundred sixty dollars (\$460); May 1, 2020 the allowance will be four hundred ninety (\$490) dollars. Hard-toe safety shoes shall be worn when the employee is on duty. The above does not include required safety equipment already provided by the City of Marion.

The City shall reimburse each employee not assigned a City owned cell phone, in the amount of ten dollars (\$10) per month for the costs associated with business use of his personal cell phone.

**ARTICLE 18
LONGEVITY**

Employees covered by the terms of this Agreement shall have their annual base salary increased by the following schedule:

5 years of service	\$ 40.00 per month	\$ 480.00 annually
6 years of service	\$ 50.00 per month	\$ 600.00 annually
7 years of service	\$ 60.00 per month	\$ 720.00 annually
8 years of service	\$ 70.00 per month	\$ 840.00 annually
9 years of service	\$ 80.00 per month	\$ 960.00 annually
10 years of service	\$ 90.00 per month	\$1080.00 annually
11 years of service	\$100.00 per month	\$1200.00 annually
12 years of service	\$110.00 per month	\$1320.00 annually
13 years of service	\$120.00 per month	\$1440.00 annually
14 years of service	\$130.00 per month	\$1560.00 annually
15 years of service	\$140.00 per month	\$1680.00 annually
16 years of service	\$150.00 per month	\$1800.00 annually
17 years of service	\$160.00 per month	\$1920.00 annually
18 years of service	\$170.00 per month	\$2040.00 annually

19 years of service	\$180.00 per month	\$2160.00 annually
20 years of service	\$190.00 per month	\$2280.00 annually
21 years of service	\$200.00 per month	\$2400.00 annually
22 years of service	\$210.00 per month	\$2520.00 annually
23 years of service	\$220.00 per month	\$2640.00 annually
24 years of service	\$230.00 per month	\$2760.00 annually
25 years of service	\$240.00 per month	\$2880.00 annually
26 years of service	\$250.00 per month	\$3,000.00 annually
27 years of service	\$260.00 per month	\$3,120.00 annually
28 years of service	\$270.00 per month	\$3,240.00 annually
29 years of service	\$280.00 per month	\$3,360.00 annually
30 years of service	\$290.00 per month	\$3,480.00 annually

**ARTICLE 19
PAY DIFFERENTIAL**

It is agreed that plant operators on the first (1st) shift and third (3rd) shift, in the water department and the sewer department will receive compensation at the rate of twenty (\$0.20) cents for the first (1st) shift and ten (\$0.10) cents respectively per hour, for the third (3rd) shift, in addition to the rate provided in Appendix "A". Shifts are noted as follows:

1st shift	11:00 p.m.	to 7:00 a.m. (+\$0.20/hr.)
2nd shift	7:00 a.m.	to 3:00 p.m.
3rd shift	3:00 p.m.	to 11:00 p.m. (+\$0.10/hr.)

It is further agreed that plant operators shall receive an additional twenty-five (\$25.00) dollars per month, for the first certification and an additional twenty (\$20.00) dollars per month for each subsequent certification.

Public Works employees with a valid Commercial Drivers License (CDL) will receive an additional thirty dollars (\$30.00) per month effective November 1, 2015. Any employee obtaining a CDL after this date will become eligible to receive the premium May 1, 2016 or the date the license is issued, whichever is later.

**ARTICLE 20
INSURANCE**

SECTION 20.1 - INSURANCE COVERAGE

The City agrees to provide health insurance coverage for its employees covered under this Collective Bargaining Agreement. This coverage provided by the City should remain consistent, as far as practicable with the plan offered as of the date of this Agreement. In the event the City is unable to provide comparable coverage at a reasonable price, as determined by the City, it agrees to notify the Union and negotiate the impact of the change of coverage and/or the premium. The current plan includes:

\$500.00 Annual deductible per person
\$1000.00 annual deductible per family
85/15 Co-Insurance on bills incurred between \$2500.01 and
\$7500.00. Thereafter 100% of the customary and usual rate
approved by the insurance company

While the City reserves the right to select the plan, it agrees to have a committee which includes employees from the various bargaining units to review all proposals and make recommendations to the City.

Each full-time employee who elects to obtain health insurance under the health insurance plan shall contribute twenty-five percent (25%) of the monthly premium cost and the City shall contribute seventy-five percent (75%). When there is a choice in benefits available, (i.e., cafeteria plan) the employee will be responsible for contributing the difference of the base plan and the more expensive plan.

All employee contributions shall be taken through payroll deduction.

The City agrees to continue implementations of IRS Section 125 Plan in order that the employee's contributions may be made with pre-tax dollars. It is understood that the IRS Section 125 Plan is available to all employees on a voluntary basis and that each employee must make an annual election if he wishes to participate in the Plan.

SECTION 20.2 - DEATH BENEFITS

The Employer agrees to provide, at no cost to the employee, a death benefit to be paid to the beneficiaries of an employee at the time of death, as currently provided by the group plan. The amount of insurance will increase if the groups plan increases.

SECTION 20.3 - RETIREE HOSPITALIZATION AND MEDICAL COVERAGE

Each eligible retiree who elects to obtain health insurance provided by the City may obtain such coverage by paying premiums according to the following rate scheduled:

50-55 years of age:	50% of premium cost
56-64 years of age:	38% of premium cost
65 years of age and up:	30% of premium cost

Upon eligibility for Medicare, a retiree or otherwise inactive member shall use Medicare for their primary provider. Those retirees or those who no longer meet eligibility as active, and that are not eligible for Medicare shall remain on the City's health insurance plan as provided or required by law.

Any employees after hired May 1, 2009 shall be eligible for insurance as a retiree, but at their sole expense.

**ARTICLE 21
FAMILY AND MEDICAL LEAVE POLICY**

Both the City and the Union, on behalf of its bargaining unit members, agree to comply with all provisions of the FMLA and VESSA Act.

**ARTICLE 22
DISCIPLINE**

Depending on the severity of the offense, an employee may be suspended from employment up to fourteen (14) days without pay, or in extreme circumstances may be discharged by the department Superintendent.

All suspension and/or termination actions must be approved by the Commissioner of the department, or in his absence, the Mayor.

Progressive discipline includes the following:

1. The first offense shall result in a written reprimand, a copy of which will be placed in the employee's personnel file.
2. A second like or similar offense will result in suspension of one (1) or (2) days without pay.
3. A third like or similar offense may result in termination of employment. The recognition of and agreement to use progressive and corrective disciplinary action does not prohibit the City from imposing discipline, which is commensurate with the severity of the offense.

All disciplinary action covered in this paragraph, except a written reprimand, will only be taken after approval of the Commissioner in charge of the department, or in his absence, the Mayor.

A written reprimand shall remain in the employee's personnel file for a maximum of twelve (12) months.

**ARTICLE 23
ARBITRATION**

SECTION I: In case any disagreement arises between the City and employee under this agreement, such disagreement shall be resolved as follows:

Step One:

The grievance shall be submitted to the Superintendent of the department, in which the employee is employed and an attempt made to reach a settlement. The Superintendent of that department shall render his decision by the end of the next working day after the

grievance is presented to him.

Step Two:

If no settlement is reached by utilizing step one, the grievance shall be reduced to writing and presented to the Commissioner of the department, in which the employee is employed within five (5) working days from the date of the Superintendent's decision and further attempt will be made to reach a settlement.

Step Three:

If no settlement is reached by utilizing step two, the Union's Business Agent or his representative, and the Mayor or his representative shall meet with all interested parties no later than five (5) working days after the appeal from step two. A copy of the Mayor's decision shall be submitted to all the parties within five (5) working days after said meeting.

Step Four:

If the grievance is not settled by utilizing step three, each of the parties, the Union and the City shall submit the grievance to arbitration by requesting from the Federal Mediation and Conciliation Service a panel of arbitrators from which the parties shall select an arbitrator by striking names alternately until only one arbitrator name remains. The parties shall immediately notify the arbitrator that he has been selected and request dates and times he is available.

SECTION 2: The arbitrator shall have no power to add to or change any provision of this agreement. The arbitrators' decision shall be final and binding upon both parties.

The fees and expenses of the arbitrator shall be equally by the City and the Union. However, each party shall be responsible for compensation of its own representative and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

**ARTICLE 24
RESIDENCY REQUIREMENT**

Amend TO 20

Current employees covered by this Agreement, are grandfathered in as of the signing of this agreement June 2006, and shall live **within ~~ten (10)~~ miles of the city limits** of the City of Marion. If current employees mentioned above move, then the employee will be required to live **within ten (10) miles (straight line gps) of the city limits** of Marion. New employees hired after June 2006 must establish residency **within ~~ten (10)~~ miles (straight line gps) of City Hall** within 18 months of being hired.

**ARTICLE 25
MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the management of the operations of the

employer, 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:

1. the right to hire, promote, transfer, allocate, assign and direct employees;
2. to establish the number and classification of positions;
3. to relieve employees from duty because of lack of work or for other legitimate reasons; to discipline, demote, suspend and discharge for just cause;
4. to make and enforce reasonable rules of conduct and regulations;
5. to determine the departments, divisions and sections and work to be performed by employees therein;
6. to determine quality;
7. to determine the number of hours of work and shifts per work week, if any;
8. to establish and change work schedules and assignments;
9. the right to introduce new methods of operations;
10. to eliminate, relocate, transfer or subcontract work and;
11. To maintain efficiency in the City is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this agreement;
12. To implement and maintain an Employee Assistance plan to determine the existence of potential drug/alcohol abuse.

ARTICLE 26 WAGE INCREASES

Wage increase of fifty (\$0.50) cents an hour for each employee on May 1, 2019.
Wage increase of fifty (\$0.50) cents an hour for each employee on May 1, 2020.
Wage increase of fifty (\$0.50) cents an hour for each employee on May 1, 2021.

Employees hired after the effective date of this Agreement wage schedule shall be as follows: New hire through 6 months 70% of current base wage, 2nd 6 months 80% of current base wage, 3rd 6 months 90% of current base wage, on 2nd year 100% of the current base wage.

ARTICLE 27 UNION STEWARD

The Business Manager of the Local Union shall appoint a steward who shall, in conjunction with the Business Manager or his designee, when necessary, deal directly with the Employer 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, shall not lose any pay when required to be present during working hours.

**ARTICLE 28
COMPLETE AGREEMENT**

This Agreement represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of work or other conditions of employment which shall prevail during the term hereof and any matters of subject not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

**ARTICLE 29
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from May 1, 2019 until April 30, 2022, and shall automatically continue year to year thereafter.

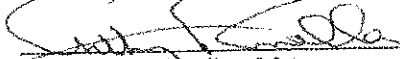
Either party desiring change or modification in the same shall notify the other party in writing at least sixty (60) days prior to April 30, 2022. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.

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 Federal Mediation and Conciliation Services for a mediator. If at the end of thirty (30) days this process has not produced an agreement it shall be referred to Step two (2).
2. In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be submitted to mediation as procedurally provided by the Illinois Public Labor Relations Act and utilizing mediation services provided by the Federal Mediation and Conciliation Service.
3. In the event that disputed items cannot be resolved through mediation, all remaining disputed items shall be resolved through arbitration. The arbitrator shall be selected through the Federal Mediation and Conciliation Services.

FOR THE EMPLOYER:

The City of Marion



Anthony Rinella, Mayor

Date: March 25, 2019

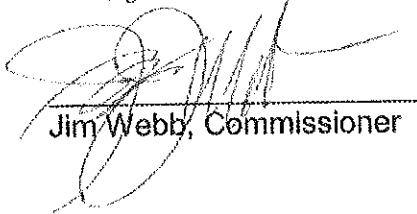


John Goss, Commissioner

Angelo Hightower, Commissioner



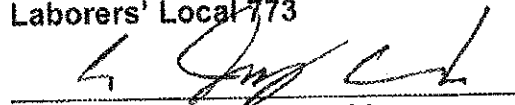
Doug Patton, Commissioner



Jim Webb, Commissioner

FOR THE UNION:

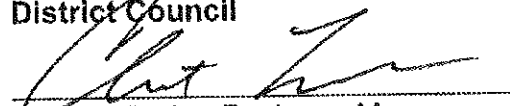
Laborers' Local 773



Jerry Womick, Business Manager

Date: 3/22/19

The Southern and Central Illinois Laborers' District Council



Clint B. Taylor, Business Manager

Date: 3/22/19

International Brotherhood of Teamsters Local #50

Jason Ashmore, Business Agent

Date: _____

APPENDIX "A"
CHECK-OFF AUTHORIZATION AND ASSIGNMENT FORM
LABORERS' LOCAL 773
5102 Laborers' Way
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CITY OF MARION

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 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. 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_____.

(_____) _____
 Telephone Number Employee Signature

_____ Date of Birth Social Security Number

_____ Street Address

_____ City State Zip Code

Initiation Fee	Date Employed	Dues

**MEMORANDUM OF UNDERSTANDING
hereinafter referred to as "MOU"**

BETWEEN

THE CITY OF MARION (PUBLIC WORKS), 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 "UNION"

**ALIGNING TIME PERIODS REGARDING PROBATIONARY EMPLOYMENT TO PROBATIONARY WAGES
FOR THE CONTRACT, hereinafter referred to as "CONTRACT" IN PLACE FOR THE DURATION OF
MAY 1, 2019 THROUGH APRIL 30, 2022**

JANUARY 12, 2021



The CITY and UNION agrees to align ARTICLE 4 EMPLOYEE DEFINITIONS and ARTICLE 26 WAGE INCREASES in the CONTRACT as the provisions relate to probationary hire periods and the wages paid before and after the probationary period; whereby a probationary employment period is defined as 180 days (page 2 of contract), by changing the New hire wage language that appears on page 15 , ARTICLE 26 WAGE INCREASES, second paragraph of said section;

From:

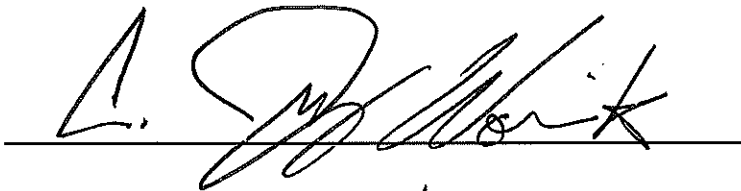
"Employees hired after the effective date of this Agreement wage schedule shall be as follows: New hire through 6 months 70% of current base wage, 2nd 6 months 80% of current base wage, 3rd 6 months 90% of current base wages, on 2nd year 100% of the current base wage."

To:

"Probationary Employees hired after the effective date of this MOU, will be paid 80% of current base wage for the 180 day Probationary Period as defined in ARTICLE 4, after such time Employees will earn 100% of the current base wage."

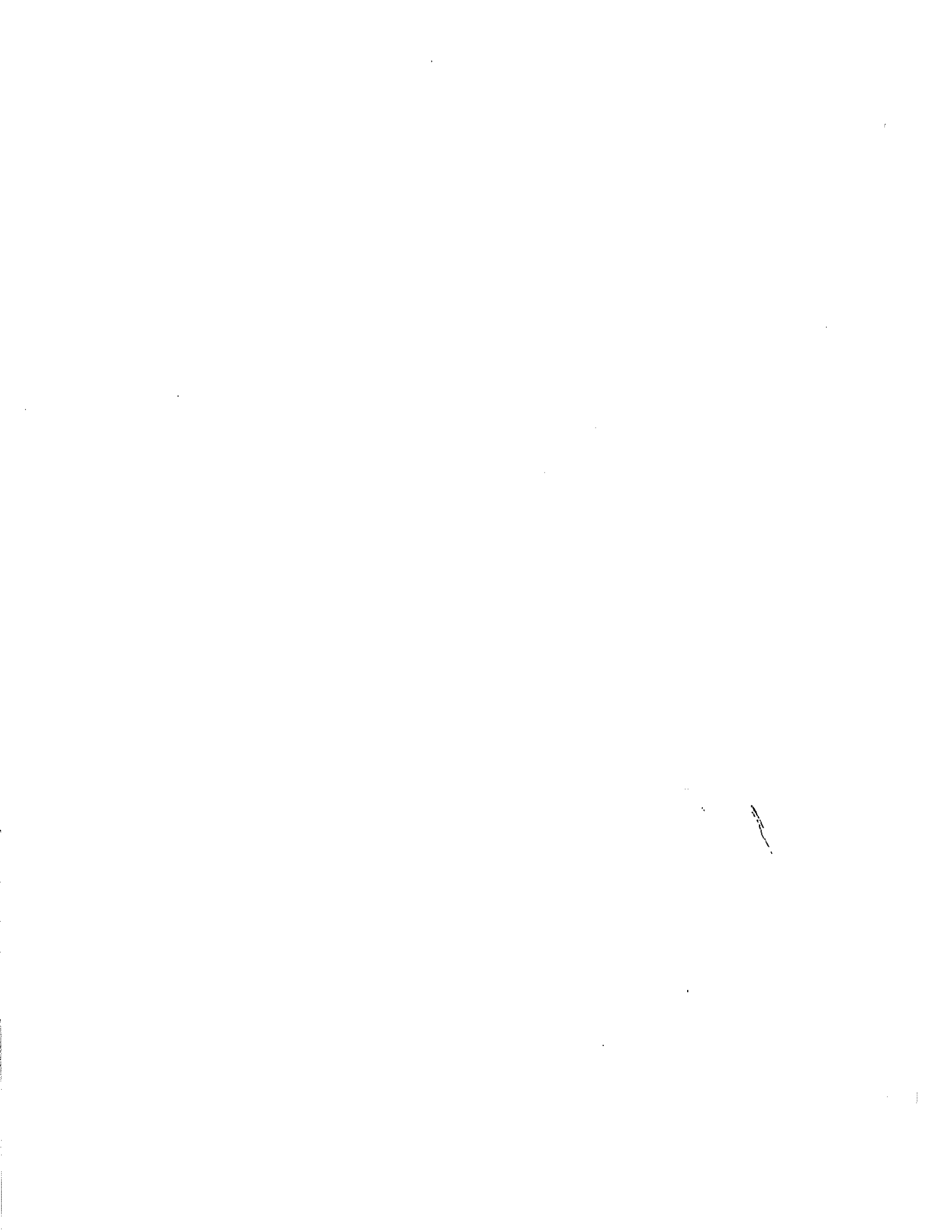
It is additionally understood and agreed that, upon execution of MOU, the wage rate of current Public Works employees subject to CONTRACT that CITY hired more than 180 days prior to the execution of this MOU, shall be set to the current base wage, plus any pay differentials earned as defined in ARTICLE 19 of CONTRACT. The employees that will be affected by this change are listed in Appendix A attached hereto.

Signed for the UNION on 13TH January 2021



Signed for the CITY on 14TH January 2021





APPENDIX A

<u>Employee ID</u>	<u>Department</u>	<u>Position</u>	<u>Current Hourly Rate</u>	<u>Notes</u>	<u>Date FT Hired</u>	<u>Off Probation Wages</u>
BOAN JONATHAN D	SEWER	LABORER	17.16	5/27/2020- HIRED AS PT TEMP LABORER FOR SEWER DEPT @ \$13.00/HR. RLR 7/14/2020- MOVED TO FT. RLR	7/14/2020	1/10/2021
CROMPTON SCOTT A	WATER	LABORER	16.99	5/11/2020- APPROVED FOR HIRE AS TEMP PT SUMMER MOWER FOR STREET DEPT @ \$13.00/HR. RLR 9/29/2020- PROM TO FT WATER LABORER AT \$16.99/HR PER UNION CONTRACT. RLR	09/29/2020	03/28/2021
GRINNELL DRAKE R	STREET	LABORER	21.84	3/18/16- HIRED FOR PT SALES POSITION AT HUB @ \$9/HR. RR 7/14/16- TERMINATED 10/7/19- REHIRED AS FT STREET LABORER @ \$16.64/HR PER CONTRACT. RLR	10/7/19	4/4/20
HALE TRISTON W	STREET	LABORER	16.99	5/11/2020- APPROVED FOR HIRE AS PT TEMP SUMMER MOWER FOR ST DEPT @ \$13.00/HR. RLR 12/7/2020- PROM TO FT STREET LABORER @ \$16.99/HR. RLR	12/7/2020	6/5/2021
MORSE TRENTON B	STREET	LABORER	22.01	10/7/19- HIRED AS FT STREET DEPT LABORER @ \$16.64/HR PER CONTRACT. RLR	10/7/2019	4/4/2020

End of Document

**MEMORANDUM OF UNDERSTANDING
hereinafter referred to as "MOU"**

BETWEEN

THE CITY OF MARION (PUBLIC WORKS), 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 "UNION"

**CHANGING THE RATE OF PAY FOR A TEMPORARY EMPLOYEE
FOR THE CONTRACT, hereinafter referred to as "CONTRACT"
IN PLACE FOR THE DURATION OF
MAY 1, 2019 THROUGH APRIL 30, 2022**

April 12, 2021

Whereas The CITY is having great difficulty in attracting and retaining Temporary Employees employees as defined in Article 4, and wishes to increase the rate of pay in an attempt to attract and retain said Temporary Employees;

Therefore, the CITY and UNION agrees to change the last sentence that appears on page 3 , ARTICLE 4 TEMPORARY EMPLOYEE,;

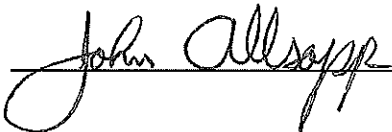
From:

"Wages for a new temporary employee will be thirteen dollars (\$13.00)"


To:

"Wages for a new temporary employee will be fifteen dollars and fifty cents (\$15.50)"

Signed for the UNION on 14 April 2021



Signed for the CITY on 14 April 2021



End of Document

