

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MARION (CLERICAL)

AND

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

AND

LABORERS' LOCAL 773



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 and by and between the City of Marion, Illinois, (hereinafter referred to as the "City") and the Laborers' International Union of North America, Southern and Central Illinois Laborers' District Council and Laborers' Local 773 (hereinafter referred to as the "Union").

ARTICLE 2 AREA OF EMPLOYEES COVERED

The Employer hereby recognizes the Laborers' International Union of North America as the sole and exclusive bargaining representative for the following employees, according to Case #S-RC-95-30 with the State Labor Relations Board.

UNIT DESCRIPTION

Included but not limited to, and employees of the respective departments performing like or similar job duties:

Assistant Office Billing Clerk Water Department, , Clerk Cashier Water Department, Investigation Secretary Police Department, Programs Administrative Assistant Boyton Street Center, Records Clerk Police Department, Records Coordinator Administrative Assistant Senior Citizen Center, and Clerical Aid Senior Citizens Center.

Excluded: All elected officials and all other positions employed by the City of Marion, as well as all Supervisory, Managerial and Confidential Employees within the meaning of the Act.

ARTICLE 3 EMPLOYEE DEFINITIONS

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

Probationary Employees: All new full-time employees shall be considered probationary for the first one hundred twenty (120) 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 Employees: 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 Employees: Regular part-time employees are those employees who regularly work less than forty (40) hours per week. Regular part-time employees that work less than one thousand (1000) hours per year shall receive no benefits unless mandated by IMRF. Employees that work between one thousand one (1001) and one thousand eight hundred and nineteen (1819) per year shall receive prorated benefits (sick, vacation, IMRF, ECT.). Employees that work 35 to 40 hours a week shall receive full benefits.

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 4 UNION SECURITY CLAUSE

New employees will not be subject to the benefits of this Agreement until completing their probationary period. 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 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 5 WORKWEEK, WORKDAY, OVERTIME AND SENIORITY

The normal work week/work day for employees covered under this Agreement, including employees working in departments with 24 hr / 7 day work schedules such as police and fire departments shall be computed on an 8 hour workday, and 5 workdays shall make up a work week. Overtime shall be paid for all overtime worked in excess of forty (40) hours in the work week.

Departments that normally operate on a daytime only schedule, and are housed within the City Hall offices such as water, clerks, and treasurer, the work day shall begin at 8 a. m. and end at 5 p. m.

Departments not covered within these business day schedules and which operate on a variable schedule such as the Boyton Street Center and Senior Citizens Center shall be

scheduled within normal hours of operation for that particular facility.

Upon mutual agreement between the employee and the employee's supervisor overtime compensation may be paid in the form of compensatory time. Overtime will be paid in quarter-hour increments. All overtime worked must be pre-approved by the Supervisor. Overtime shall be divided as equally as possible among employees of each department.

Any employee who works a holiday when such holiday is part of her regularly scheduled workweek, shall be paid the regular shift wage and in addition thereto, shall be paid time and a half for time actually worked.

For the purpose of computing overtime, holidays, sick leave and funeral, time shall be counted as actual time worked.

When called to report to work or asked to report back at a definite time, the employee shall be paid one and one-half times (1 1/2) her regular rate of pay for all hours worked. Employees called into work shall receive a minimum of two (2) hours pay.

In the event an employee reports for work at her regularly scheduled time and is sent home, the employee shall receive a minimum of two (2) hours pay.

The seniority of each employee shall date from the employee's last date of permanent hire.

For purposes of layoff and recall, seniority shall be applied department wide, meaning the amount of time an employee has in said department.

Temporary employees will not replace any regular full-time employees unless the regular full-time employee is off duty due to an approved leave of absence. The employee with the least amount of seniority will be laid off first. In the event of more than one employee being laid off during the same time period, the employee with the most seniority will be the first employee recalled to duty.

ARTICLE 6 JOB BIDDING

Contradicting? 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 a department, regular full-time employees in the department shall have the opportunity to bid on the vacancy. Qualifications, based on job descriptions, test, oral interview and ascertained merit 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 and Local Union Business Agent.

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

In the event a current regular full-time employee successfully bids for such vacant or new position in the department she may be returned to her former position by the City within thirty (30) 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.

ARTICLE 7 HOLIDAYS

Paid holidays recognized under this Agreement: *added MLK JR*

New Years Day	Independence Day	Thanksgiving Day
Good Friday	Labor Day	Friday after Thanksgiving Day
Memorial Day	Veteran's Day	Christmas Eve & Christmas Day

A holiday shall be from midnight to midnight, and shall be paid at one and one half (1 1/2) times the regular rate of pay, if worked. 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 Supervisor.

ARTICLE 8 SICK, BEREAVEMENT AND PERSONAL LEAVES

Employees covered by this Agreement shall accrue sick leave at the rate of twelve hours (12) 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.

Sick leave may be used when an employee, spouse, child, parent or member of her household is ill and unable to report for work, for appointments with health care professionals and for no other purpose. Sick leave abuse may be grounds for disciplinary action, up to and including discharge. Sick leave abuse includes, but is not limited to, 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 hour workday of any subsequent sick leave occurrence in that calendar year.

An employee will, at their discretion, be entitled to use up to three (3) 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), grandparent (including step), or grandchild (including step), civil union couples and significant others living in the same household. Up to two 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 9 VACATION

Vacation leave shall be earned according to 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

Persons hired after the execution of this Agreement shall accrue credit for Vacation

according to the following schedule.

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

Each employee who has fifteen (15) years of service shall receive 4 weeks plus one additional day and the same shall continue each year up to a maximum of seven (7) such additional days.

Vacation requests will be made in advance. Requests for vacation time in the amount of one week or longer shall be requested at least fourteen (14) days in advance. The Employee will be allowed to make changes to her vacation dates. All such requests for vacation time or changes to vacation time will be submitted to the Supervisor of the department. All requests will be approved on the basis of the schedule of work of the department as determined by the Supervisor and the Commissioner of the department. Vacation time may be taken in increments of no less than one day. All vacation requests made by February 1st each year will be awarded by seniority. All vacation request made after February 1st each year will be awarded to the first employee first making the request.

All vacation leave must be approved in advance by the Supervisor 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. A maximum of one (1) week (40 hours) of vacation may be carried forward from the year it is earned until March 1st of the following year for Employees with employment anniversary dates between November 1st and December 31st.

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 the death of any employee, the compensation due that employee shall be paid to her estate.

Vacation may not be carried over from year to year.

ARTICLE 10 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 11
HEALTH CARE INSURANCE**

SECTION 11.1 - 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 11.2 - 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 11.3 - RETIREE HOSPITALIZATION AND MEDICAL COVERAGE

Employees who are hired after April 30, 2009 will be eligible to participate in the retiree health coverage program at their own cost.

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 her 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.

ARTICLE 12 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 Supervisor. 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. First offense shall result in a written reprimand, a copy of which will be placed in the employee's personnel file.

Does NOT say what eligible is!

2. A second like or similar offense may result in suspension for fourteen (14) days without pay.

3. A third like or similar offense may result in termination of employment.

The employee will be given a copy of all paperwork and will be allowed to make comments if so desired. All discipline will be imposed in private. The employee may have Union representation present.

The recognition of an 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.

Written reprimands shall remain in the employee's personnel file for a maximum of eighteen (18) months unless there is intervening discipline.

ARTICLE 13 GRIEVANCE PROCEDURE / ARBITRATION

SECTION 1: In case any disagreement arises between the City and an employee under this agreement, such disagreement shall be resolved as follows:

STEP ONE: The grievance shall be submitted to the Supervisor of the department in which the employee is employed and an attempt made to reach a settlement. The Supervisor 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 Supervisor'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 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 one arbitrator remains. The

parties shall immediately notify the arbitrator who has been selected and request dates and times he is available.

SECTION 2: The arbitrator shall have no power to add to or change the provision of this Agreement. The arbitrator's decision shall be final and binding on both parties.

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

ARTICLE 14 RESIDENCY REQUIREMENT *CHANGED TO 20*

Current employees covered by this Agreement are grandfathered in as of the signing of this agreement June 1, 2006, and shall live within ~~ten (10)~~ miles, straight line GPS, of the city limits of the City of Marion, Illinois. If above current employees move, they shall be required to live within ~~ten (10)~~ miles, straight line GPS, from the city limits. New employees hired after June 1, 2006 must establish residence within a said ~~ten (10)~~ mile limit, straight line GPS, of City Hall or within the corporate City limits of Marion within eighteen (18) months of their date of hire.

ARTICLE 15 ALLOWANCES

Mileage: In the event an employee travels in their vehicle for job related duties, she will receive the IRS allowable mileage rate.

ARTICLE 16 CERTIFICATE COMPENSATION

Employees shall receive \$25.00 a month for each license and/or certificate they possess related to the job they perform for the City. These certificates will be limited to a maximum of three (3) per employee, require forty (40) hours training per certificate, have prior approval by the supervisor and commissioner of that department and must be kept current for additional renewal requirements. Certificates and re-certification requirements are to be made available to the Treasurer's office for confirmation. Appropriate compensation will be paid following Supervisor's approval and dating of certificate.

ARTICLE 17 WAGE INCREASE AND PAY SCALE

Wage increase \$0.45 cents an hour for each employee on May 1, 2019
Wage increase \$0.45 cents an hour for each employee on May 1, 2020
Wage increase \$0.45 cents an hour for each employee on May 1, 2021

Titles	2019	2020	2021
Admin./Program Asst. Boyton St. Ctr.	\$21.09	\$21.54	\$21.99
Asst. Office Billing Clerk, Water Dept.	\$23.15	\$23.60	\$24.05
Clerk Cashier Water Dept.	\$21.09	\$21.54	\$21.99
Investigations Secretary, Police	\$21.09	\$21.54	\$21.99
Records/data clerk, Police Dept.	\$21.09	\$21.54	\$21.99
Records Coordinator, Police Dept	\$21.34	\$21.79	\$22.24
Assistant Director Senior Citizens Center	\$23.15	\$23.60	\$24.05
Clerical Aid Senior Citizens Center	\$17.14	\$17.59	\$18.04

*Need to clarify
the increase for
those starting at
13.99*

Newly hired employees (hired after the effective date of this Agreement) shall be paid at the base rate of thirteen dollars and ninety nine cents (\$13.99).

ARTICLE 18 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 19 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, shall include, but are not limited to the right to:

1. Hire, promote, transfer, allocate, assign and direct employees;
2. Establish the number and classification of positions;
3. Discipline, demote, suspend and discharge for just cause;
4. Relieve employees from duty because of lack of work or for other legitimate reasons;
5. Make and enforce reasonable rules of conduct and regulations;
6. Determine the departments, divisions, sections, and work to be performed by employees therein;
7. Determine quality;
8. Determine the number of hours of work and shifts per workweek, if any;
9. establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work without displacing employees regular job work and 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;

10. Implement and maintain an Employee Assistance plan to determine the existence of potential drug/alcohol abuse.

**ARTICLE 20
SALARY SCHEDULE AND PAYROLL STANDARDS**

Bargaining Unit employees shall be paid every other Friday. In regard to payroll, if a mistake is made by the employee, the employee will wait until the next payday for corrections. If management makes the mistake, the payroll department will draft and issue a corrected payroll check within three (3) working days after the error has been verified.

**ARTICLE 21
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 22
GENDER CLAUSE**

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

**ARTICLE 23
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.

APPENDIX A
CHECK-OFF AUTHORIZATION AND ASSIGNMENT

LABORERS' LOCAL 773
5102 LABORERS' WAY
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

City of Marion 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 such 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, until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occur 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 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

**ARTICLE 24
BEGINNING AND DURATION OF AGREEMENT**

This Agreement, shall be in full force and effect from May 1, ²⁰¹⁹~~2015~~ 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 one hundred twenty (120) days prior to April 30, 2022. Such other party must grant a meeting to the party desiring the change within thirty (30) days after such notification.

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 2:

2. A joint request shall be made to the Federal Mediation and Conciliation Services 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.

FOR THE EMPLOYER:

The City of Marion



Anthony Rinella, Mayor

Date: 3/29/2019

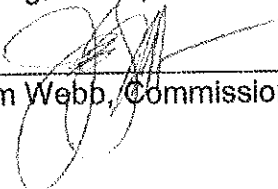


John Goss, Commissioner

Angelo Hightower, Commissioner



Doug Patton, Commissioner



Jim Webb, Commissioner

FOR THE UNION:

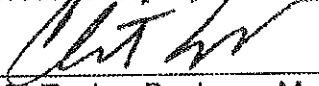
Laborers' Local 773



Jerry Womick, Business Manager

Date: 3-27-19

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



Clint B. Taylor, Business Manager

Date: _____