

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL  
205 North 4<sup>th</sup> Street  
October 5, 2022  
6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

**NEW BUSINESS**

3. Omnibus Consent Agenda

- Approval of the September 21, 2022 Meeting Minutes
- Approval of the Warrant

Motion\_\_\_\_\_ Seconded\_\_\_\_\_

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

4. Donation for Christmas on the Square-Saturday, December 10<sup>th</sup>, 4-6 p.m.-  
\$500.00 (*Community Funds*)

5. Authorization and Approval of funds for grind and seal for city park bathroom floors,  
Southern Illinois Epoxy- \$3,750.00 (*General Funds*)

Motion\_\_\_\_\_ Seconded\_\_\_\_\_

Hill\_\_\_\_\_ Moore\_\_\_\_\_ Owen\_\_\_\_\_ Pitts\_\_\_\_\_ Racey\_\_\_\_\_ Tuey\_\_\_\_\_

6. Authorization and Approval of Collective Bargaining Agreement between the City of Vienna, IL and the Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773- (Nov 1, 2022- Oct 31, 2025)

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Owen \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

7. Authorization and Approval for the City of Vienna to employ: Jon Gulley and Jordan Gearing for the position of Vienna High School Resource Officers- effective immediately.

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Moore \_\_\_\_\_ Owen \_\_\_\_\_ Pitts \_\_\_\_\_ Racey \_\_\_\_\_ Tuey \_\_\_\_\_

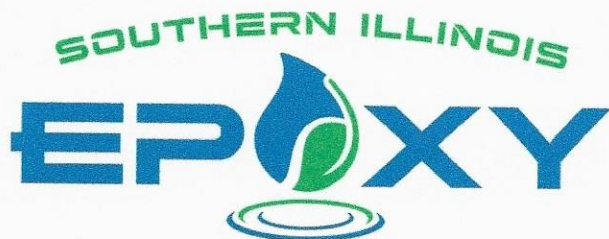
8. **PUBLIC COMMENT/ADDITION TO THE AGENDA**

9. **ELECTED/APPOINTED OFFICIALS**

- City Attorney
- Aleatha Wright, City Clerk- DRA grant award update
- Shane Racey, City Supt.
- Michelle Meyers, Treasurer
- Jim Miller, Chief of Police
- Brent Williams, Fire Chief
- City Council- Fall Festival Committee- Report on Fall Fest
- Depot, Alisa Sowers
- Steve Penrod, Mayor- IDOT 146 East Project update

10. **Adjournment:**

POSTED: 10-3-22 BY: 



Southern Illinois Epoxy  
618.713.0101

770 Drury Rd  
Carbondale, Illinois  
62902  
United States

Prepared For  
Steve Penrod  
City of Vienna  
205 N 4th St  
Vienna, Illinois  
62995  
United States

Estimate Date  
09/27/2022

Estimate Number  
00341

Reference  
Park Restroom Floors

Description	Rate	Qty	Line Total
Grind and Seal Concrete	\$3,750.00	1	\$3,750.00

Grind and seal concrete floors in the city park bathrooms.

Process:

- Diamond grind surfaces being coated to remove contaminants, profile surface and increase the smoothness of the floor to aid in routine cleaning.
- Apply Ballistix NCO silicone-ceramic sealer primer as per manufacture specifications.
- Apply Ballistix NCO, with anti-slip additive, topcoat as per manufacture specifications.

Note: Finished surface will have the appearance of polished concrete with a satin finish and product has a wet and dry coefficient of friction reading of .79.

Subtotal 3,750.00

Tax 0.00

Estimate Total (USD) \$3,750.00

#### Notes

Estimates are valid for 30 days.

#### Terms

Payment terms: 50% down and 50% due upon completion.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF VIENNA, ILLINOIS  
(PUBLIC WORKS DEPARTMENT)  
(WATER, GAS, SEWER & STREETS)**

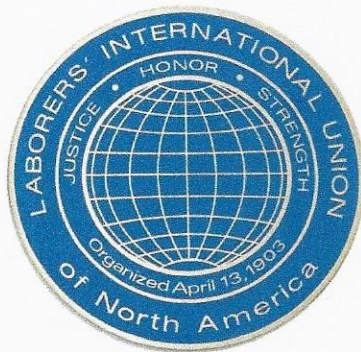


**AND**

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

**AND**

**LABORERS' LOCAL 773**



**DURATION: NOVEMBER 1, 2022 THROUGH OCTOBER 31, 2025**

**VIENNA PUBLIC WORKS DEPARTMENT**

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**VIENNA PUBLIC WORKS DEPARTMENT**

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## **COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE 1** **PREAMBLE**

This Collective Bargaining Agreement made and entered into by and between the City of Vienna, Illinois, a Municipal Corporation of the State of Illinois, (hereinafter called "City"), and the Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773, (hereinafter called "Union"), acting pursuant to the law as the exclusive bargaining representative for the employees covered by this Agreement witness to:

### **ARTICLE 2** **RECOGNITION**

The City recognizes the Laborers' International Union of North America as the sole and exclusive collective bargaining representative for all employees, including the Superintendent of the Gas, Water Maintenance, Water Plant, Sewer Plant, and Street and Alley Departments, of the City of Vienna, excluding police, clerical, office personnel, supervisors, and probationary, part-time and temporary employees.

All present employees who are members of the Union shall have the right to remain members of the Union. All new employees shall have the right to become and remain members of the Union within thirty (30) days of date of employment

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 3** **DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination because of age, sex, marital status, race, color, national origin, political affiliation or Union membership.

### **ARTICLE 4** **NO STRIKE – NO LOCKOUT**

The Union agrees on behalf of itself and its members, individually and collectively, that it will not call any strike, work stoppage, work slow down or any other action against the City that would impede the proper functioning of the City Government at any time.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of service. In the event of a violation of this Article by the Union or its members, the City may, in addition to other remedies, discipline such members up to and including discharge.

## **ARTICLE 5**

### **PROBATIONARY EMPLOYEES**

It is recognized that the City shall have the right to hire all new employees. New employees shall be considered probationary employees for the first ninety (90) calendar days following their date of hire. The City shall be the sole judge whether a probationary employee shall continue in employment during the first ninety (90) days. After this period of time, the employee is considered a regular employee.

## **ARTICLE 6**

### **SENIORITY**

#### **Section 1:**

Seniority will exist from the date the employee achieves permanent status. Seniority and performance rating and/or job qualifications shall receive consideration for promotions, advancements, vacancies, lay-offs and reemployment. Employees shall have a choice of shifts and have days off and vacation time according to seniority in each job classification.

#### **Section 2:**

Seniority shall be terminated by voluntary severance of employment, discharge for just cause, by absence or lay-offs in excess of twenty-four (24) months, by failure of an employee to report for work after a lay-off within five (5) days after being notified by registered letter or telegram by the City, (unless the employee had obtained permission from the City to report at a later date;) and/or by absence of any employee for three (3) consecutive days without notifying the City.

#### **Section 3: Superintendent:**

The City may appoint from the Union ranks, a Superintendent who shall serve the City at the pleasure of the Mayor and Council. Should this position be filled from a Union position, the employee taking the position shall have the option of returning to the ranks in the position of seniority they held at the time of appointment and shall be paid in accordance with the pay schedule in place at that time for the regular members of the bargaining unit.



## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

#### **Section 1 Definition:**

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.

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant, or one grievant representing a group of grievants, present at any step of the Grievance Procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Should differences arise between the Employer and the Union as to the meaning or application of the provisions of the agreement, there shall be no suspension of work or slowdown by the employees, nor any lockout by the Employer, but an earnest effort shall be made to settle such differences promptly by the following procedure.

#### **Section 2 Grievance Procedure:**

Informal Resolution: The employee and/or the Union may orally raise the grievance with the Superintendent. The employee shall inform the Superintendent that the discussion does not constitute the first step of the Grievance Procedure. All grievances must be presented not later than seven (7) days from the date the grievant becomes aware of the occurrence giving rise to the complaint. The Superintendent shall render an oral response to the grievance within seven (7) days after the grievance is presented. During the time that the employee and/or Union and the Superintendent are engaging in the informal resolution mechanism discussed herein, the time period prescribed in Step 1 shall be tolled, provided that the grievance was initially timely,

#### **Step 1 Mayor:**

In the event the grievance is not resolved in the informal resolution step, it shall be presented in writing by the Union to the Mayor or his designee within seven (7) days from the receipt of the oral response or the date such oral response was due, whichever is earlier. Within seven (7) days after the grievance is presented at Step 1, the Mayor shall discuss the grievance with the Union. The Mayor shall render a written answer to the grievance within seven (7) days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant or his designee.



**Step 2 City Council:**

If the matter is not resolved in Step 1, or if no answer is given within the time specified, the Union, within seven (7) days after the Step 1 answer, or after such answer was due, may submit the grievance(s) to the City Council at Step 2. After such appeal, the City Council and the Union shall meet to discuss the grievance which has been appealed to Step 2. Such meetings shall take place during the executive session of the next regularly scheduled City Council meeting. The City Council shall render its written answer within seven (7) days and provide a copy to the Union.

**Step 3 Arbitration:**

If the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within fifteen (15) days after the answer in Step 2, the parties shall request the Illinois Department of Labor to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with the loser of a coin toss getting the first strike. The person whose name remains shall be the arbitrator, provide that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representative and shall be notified of the issue.

**Arbitration Procedures:**

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues in an outline to be submitted to the arbitrator. The rules of the American Arbitration Association shall apply. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

The decision and award of the arbitrator shall be final and binding on the Employee, the Union and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, provided that 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 one-half (1/2) of the cost of the record, plus copying costs.

**Section 3 Time Limits:**

Grievances may be withdrawn at any step of the Grievance Procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step.

**Section 4 Time off, Meeting Space, and Telephone Use:**

The grievant(s) and/or Union grievance representative(s) may be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant that is called back on a different shift or his day off as a result of a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's or the Employer's presentation or argument will be permitted reasonable time, without loss of pay, to attend grievance meetings and/or respond to the Union's or the Employer's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievance without first making mutual arrangements with his/her supervisor or designee and such arrangements shall not be denied unreasonably. Employees attending grievance meetings shall only be those having direct involvement in the grievance.

Upon reasonable request, the employees and the Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances, so long as such use does not unduly interfere with the normal operation of the Employer. Such use shall not include any long distance or toll calls at the expense of the Employer.

**ARTICLE 8**  
**JOB DESCRIPTIONS AND TIME CARDS**

**Section 1:**

The members of the Union shall be required to perform the duties set forth.

**Section 2:**

Each employee shall keep a time card, which shall be filed with the supervisor over that employee.

**ARTICLE 9**  
**WORK HOURS AND RATE**

A normal workday shall not exceed eight (8) hours; a normal workweek shall not exceed forty (40) hours.



A forty (40) hour workweek will be scheduled by the City for all regular employees and each employee shall be required to work such schedule

All overtime shall be paid at the rate of one and one half (1 1/2) times the ordinary wage rate for all hours over eight (8) per day or forty (40) per week.

Any employee having worked overtime in any one (1) day shall not be refused the right to work his regular shift on any following day.

The provisions of this Article do not apply to the Superintendent who will receive comp time for overtime hours worked.

#### **ARTICLE 10** **EMERGENCY WORK RATE**

All special or emergency work that necessitates a call out of employees for any work less than two (2) hours in one (1) day shall be paid for at a minimum of two (2) hours pay. All work over two (2) hours but less than four (4) hours in one (1) day shall be paid four (4) hours work. When the Employer calls for extra Employees and reporting Employees are not used on the date specified on call, the employees shall receive the minimum of two (2) hour pay in compensation for their trip.

Employees that are required to wear a Beeper, outside of their regular scheduled shift shall earn an additional day off for every two months for a total of six (6) days per year. These days shall not be taken until earned.

The provisions of this Article do not apply to the Superintendent who will receive comp time for those times when he is required to perform emergency work.

#### **ARTICLE 11** **WAGE RATES**

All work under this Collective Bargaining Agreement shall be for a regular eight (8) hours and cover the period of November 1, 2022 through October 31, 2025. The hourly wage rates for all employees covered by this Agreement shall be increased by one dollar and five cents (\$1.05) per hour effective on 11-01-2022 and by one dollar (\$1.00) per hour on 11-01-2023 and by one dollar (\$1.00) per hour effective on 11-01-24 The base rate shall be as follows:

	<b>Superintendant</b>	<b>Bargaining Unit Employees</b>
Effective November 1, 2022	\$31.49	\$27.14
Effective November 1, 2023	\$32.49	\$28.14
Effective November 1, 2024	\$33.49	\$29.14



Primary Water Plant Operators with a Class A license will receive \$1,100.00 per year starting November 1, 2022 and for the duration of the current contract. Secondary Water Plant Operator with a Class A license will receive \$ 850.00 per year starting November 1, 2022 and for the duration of the current contract.

Primary Sewer Plant Operator with a Class 3 License will receive \$1,100.00 per year starting November 1, 2022 and for the duration of the current contract. Secondary Sewer Plant Operator with a Class 3 License will receive \$ 850.00 per year starting November 1, 2022 and for the duration of the current contract.

The Gas Departments' one (1) employee that keeps the records will receive \$ 850.00 per year starting November 1, 2022 and for the duration of the current contract.

In the event the Superintendent is off work for a full day, the City will appoint a "*Temporary Superintendent*" from the Collective Bargaining Unit. The temporary superintendent shall be the senior most qualified employee in the Bargaining Unit. The designated "temporary superintendent" that is appointed by the City will receive the same rate of pay as the Superintendent while performing superintendent duties.

All Employees hired after the signing of this Agreement shall be paid in accordance with the following scale:

- Date of Hire to one (1) year anniversary: Five Dollars (\$5.00) less than Bargaining Unit Employee Wage.
- End of Two (2) Years Employment: Four Dollars (\$4.00) less than Bargaining Unit Employee Wage.
- End of Three (3) Years Employment: Three Dollars (\$3.00) less than Bargaining Unit Employee Wage.
- End of Four (4) Years Employment: Two Dollars (\$2.00) less than Bargaining Unit Employee Wage.
- End of Five (5) Years Employment: One Dollar (\$1.00) less than Bargaining Unit Employee Wage.
- End of Six (6) Years Employment: Full Bargaining Unit Hourly Wage at the time.

The Employer shall have the right to adjust the salary of a newly hired employee if that employee has a sufficient amount of experience to warrant being moved forward in the pay scale.

## **ARTICLE 12** **HEALTH INSURANCE**

**Effective November 1, 2019:**

For all current employees covered by this Agreement, the City agrees to pay \$750.00 per month per employee towards the cost of insurance coverage during the effective term of this Agreement. If the employee's insurance coverage is less than \$750.00 per month the city agrees to pay the employee the difference by adding it on to the employee's paycheck with applicable taxes being withheld.

For all employees hired after the effective date of this Agreement, the City will pay a maximum of up to \$750.00 for the composite rate cost of insurance coverage.

Health Insurance contributions will begin with the first month that an employee becomes a regular employee.

**ARTICLE 13**  
**VACATION**

It is agreed that all employees having completed one (1) year of service with the City shall be entitled to two (2) weeks' vacation with pay. Vacation pay time will start the day and date employees start to work for the City. An employee with seven (7) years of service shall receive three (3) weeks vacation. An employee with fifteen (15) years of service shall receive one (1) day per year to a maximum of four (4) weeks vacation.

**ARTICLE 14**  
**HOLIDAYS**

**Section 1. Paid Holidays:**

The following are designated as holidays off with pay: New Year's Day, Good Friday, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, Martin Luther King Day, and Employee's Birthday.

Employees who are required to work on the Thanksgiving and Christmas Day holidays shall be paid for the hours worked on the holiday at a time and one half rate of pay.

**ARTICLE 15**  
**PAID SICK AND FUNERAL LEAVE**



**Section 1:**

Sick leave shall be granted for personal illness, non-compensable bodily injury or disease and for absence because of enforced quarantine. Each employee shall be allowed twelve (12) days sick leave for each year without loss of pay, which may be allowed to accumulate from year to year until a point of two hundred forty (240) days of sick leave is accumulated.

At termination, or other severance of employment, the employee shall be compensated for one half (1/2) of the number of days which he has accumulated. In no event shall an employee be paid more than sixty (60) days of accumulated sick days at employment severance.

Accumulated sick time at retirement may be applied to IMRF in accordance with the IMRF rules and regulations at the time of retirement.

**Section 2:**

An employee shall be granted up to three (3) days of paid Funeral Leave for days absent from work because of the death of a member of the employee's immediate family. The immediate family shall include spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or adopted child.

**Section 3:**

No employee shall absent himself from duty without permission of the City. Employees unable to work because of sickness shall notify the City on or before the start of their shift. If difficulty is experienced in giving notice, the employee will notify the City by 7:30 a.m. An employee absent for three (3) consecutive days without permission from the City and without sufficient reason may be subject to leave without pay for the days involved.

**ARTICLE 16  
CLOTHING ALLOWANCE**

The City shall reimburse all members of the Collective Bargaining Agreement up to three hundred fifty dollars (\$350) each year for approved work related clothing and footwear.

**ARTICLE 17  
MANAGEMENT RIGHTS**

Except to the extent expressly modified by a specific provision of this Agreement, the City reserves and retains solely and exclusively all of its rights of authority conferred by the Charter of the City of Vienna, the Illinois Revised Statutes and the Constitution of the State of Illinois, as such rights existed prior to the execution of this or any other previous Contract, Agreement or Memorandum of Agreement with this present Union or any of its predecessors.

The City shall not be required to bargain over matters of inherent managerial policy, which shall include areas of discretion or policy such as: the functions of the Employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. The City, however, shall be required to bargain collectively with the Union with regard to policy matters directly affecting wages, hours and terms and conditions of employment upon request of the Union.

#### **ARTICLE 18** **DUES CHECK OFF**

All dues, initiation fees, and assessments levied by the Union on the employees covered by this Agreement shall be checked-off from the wages of such employees once each month except that delinquent dues and initiation fees shall be checked-off weekly and remitted by the City to the Secretary-Treasurer of the said Union. The check-off, however, is to apply only to such employees covered by this Agreement who authorize the City in writing to so check-off. If an employee or employees should, at any time, contend that the City acted wrongfully or illegally in making a check-off for dues, initiation fees, or assessments, the Union will defend and protect the City against expenses, repayments, or losses on account of such contention. An employee who is laid off or on unpaid leave will be responsible for paying their own monthly membership dues.

The dues authorization to be signed by the employees is attached as Appendix "A" of this Agreement.

#### **ARTICLE 19** **LABORERS' NATIONAL INDUSTRIAL PENSION FUND**

##### **Section 1:**

The Employer agrees to participate in the Laborers' International Union of North America National (Industrial) Pension Fund, and be bound by its Standard Form of Participation Agreement. The Employer agrees to contribute, eleven cents (\$0.11) per hours worked from the employee's pay, and in lieu of wages, each month. 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. For Pension Fund Contributions only, contributions shall be made for hours worked only. Pension contributions shall be excluded from vacation, sick, holiday pay, funeral leave, or any other paid time off.

#### **ARTICLE 20** **SUBSTANCE ABUSE TESTING**

The parties agree to abide by the terms outlined in the "Employee Drug / Alcohol Policy for the City of Vienna adopted on November 18, 2009.



**ARTICLE 21**  
**EFFECTIVE DATE**

This Agreement shall be and remain in full force and effect from November 1, 2019, until October 31, 2022, and thereafter unless notice by either party is served no later than one hundred twenty (120) days before the first day of November, 2022, or any succeeding first day of November that changes are desired for the remaining period of the Agreement, such notice to contain specified reasons for such changes and must be in writing. During the thirty (30) days following the date of such notice, the parties hereto shall meet and agree upon all changes, which shall be modified or amended in this Agreement.

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

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

**SIGNATURES**

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**For the Employer:**  
**City of Vienna**

\_\_\_\_\_  
Steve Pinrod, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Aleatha Wright, City Clerk

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Southern and Central Illinois  
Laborers' District Council:

\_\_\_\_\_  
Trustee,

Date: \_\_\_\_\_

**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 Vienna, Department of Public Works**

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\_\_\_\_\_.

_____		_____	
Phone		Employee Signature	
_____		_____	
Date of Birth		Social Security Number	
_____			
Street Address			
_____			
City		State	Zip Code
_____			
Initiation Fee		Date Employed	Dues