MEMORANDUM OF AGREEMENT

CITY OF CUBA

GREAT PLAINS LABORERS’ DISTRICT COUNCIL

LABORERS’ LOCAL 231

Effective: May 1, 2013
Expiration: April 30, 2018
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ARTICLE 1
PARTIES TO AGREEMENT

This Agreement is between the City of Cuba, Illinois, hereinafter referred to as the "Employer" and The Laborers' International Union of North America, the Great Plains Laborers' District Council and Laborers' Local 231, hereinafter referred to as the "Union".

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning and pertaining to rates of pay, salaries, hours of employment and other conditions of employment for the following employees employed by the City of Cuba, Illinois.

All non-elected employees working for the City of Cuba.

Full-Time Employees
Those employees who are regularly scheduled to work a minimum of thirty-five (35) hours weekly and who maintain continuous regular employment status.

Part-Time Employees
Those employees who are regularly scheduled to work less than 35 hours and remain eligible for city benefits.

Temporary Employees
Temporary employees are those employees whose services are intended to be of a limited duration (i.e., filling in for vacations, illnesses, summer months). Temporary employees may work for the customary number of hours required for full-time. Seasonal employees will be exempt from the Collective Bargaining Agreement.

ARTICLE 3
UNION RIGHTS

Section 1. Union Access
Union representatives shall have access to the premises of the Employer in order to help resolve a serious dispute or issue. As long as the Union representative does not disrupt the work of employees.

Section 2. Leave With Pay to Attend Union Functions
A maximum of one (1) employee may request a leave of absence with pay to attend Union functions, so long as it does not unreasonably interfere with the Employer's operations. Such requests must be made in writing at least ten (10) working days prior to the requested leave of absence.
Section 3. Union Steward
The Union shall appoint a steward who shall, in conjunction with the Business Manager, 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, employee involved in the grievance, including witnesses, shall not lose any pay when required to be present during working hours.

ARTICLE 4
UNION SECURITY

It shall be a condition of employment that all present employees who are or become members of the Union shall remain members of the Union. All present employees who are not members of the Union shall become and remain a member of the Union and all employees who are hired hereinafter shall become and remain members of the Union within sixty (60) days following the date of employment.

Non-probationary employees who are covered by this Agreement who are not members of the Union and do not become members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee’s share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

ARTICLE 5
DUES CHECK OFF

All dues and initiation fees levied by the Union on the employees covered by this Agreement shall be checked off from wages of such employees bi-weekly and remitted by the Employer to the Secretary-Treasurer of Laborers’ Local 231. The check off, however, is to apply only to such employees covered by this Agreement who authorize the Employer in writing. Exhibit “A” of this Agreement is the Check off Authorization Form that will be used by the employees covered by this Agreement.
ARTICLE 6
MANAGEMENT RIGHTS

Section 1.
It is agreed that all responsibilities, powers, and the authority which the City of Cuba had prior to the signing of this Agreement are retained by it. Further, by way of example and not by way of limitation, the District retains the sole responsibility for the management of the District; direction of the working force; the right to plan, direct, and control all business operations; the sole responsibility for the selection, direction, size and makeup of the work force, including the right to hire, layoff, discharge, suspend, promote transfer employees or otherwise discipline for just cause; the right to establish and enforce rules and regulations; the right to maintain order and efficiency; the right to introduce and improve methods of operation; the right to contract out; and all such management prerogatives as are not expressly restricted by this Agreement.

Section 2.
No employee shall refuse to perform duties which have heretofore been performed by him or her because of his or her contention the jurisdiction of that particular duty lies in some other Union or Unions, and no employee shall refuse to perform any such duties assigned or directed by the District by contending that such duties fall within another different employee classification or such duties are other than those theretofore customarily performed by the employee.

ARTICLE 7
EQUAL EMPLOYMENT

The City of Cuba is committed to providing equal employment opportunity to all of its employees and to all candidates for employment. Therefore, in all employment-related decision-making, the City will not discriminate on the basis of an employee’s or candidate’s race, sex, religion, national origin, ancestry, age, color, handicap/disability, marital status and/or status upon discharge from the military service. Employment decisions that are subject to this policy include, but are not limited to, matters involving hiring, promotion, transfer, layoff, recall, wage increases, benefits, discipline, discharge and all other similar employment-related issues.

ARTICLE 8
NO STRIKE - NO LOCKOUT

Section 1. No Strike
During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of the Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the Employer, regardless of the reason for doing so.
Section 2. No Lockout
During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is no breach of Section 1.

ARTICLE 9
PERSONNEL FILES

Section 1. Personnel File
An official personnel file for each employee shall be maintained by the Employer at a central location. Each employee shall provide the Employer with his current telephone number and address.

Section 2. Right of Inspection
Employees shall have the right to review the contents of their personnel files as provided in the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq.

ARTICLE 10
DISCIPLINE AND DISCHARGE

Section 1. Employee Discipline
The Employer shall not discipline any post-probationary employee without just cause and shall not harass or discriminate against employees who grieve disciplinary actions imposed. The Employer further agrees that disciplinary action shall be in a timely fashion and shall recognize only that disciplinary action appropriately documented and filed in the employee’s central personnel files and not other working files maintained by other management staff.

Section 2. Corrective Discipline
The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause.

Prior to actual imposition of any discipline, above oral reprimand, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion will take place as soon as practicable and not be unduly or unreasonably delayed, and the employee will be informed clearly and concisely of the basis for such action. Furthermore, the City will advise the employee that he has the right to Union representation during any such discussion. Once the employee has requested Union representation, the City will not proceed with the discussion until the Union representative is present and has had the opportunity to meet with the employee.

Section 3. Notice of Discipline
In the event disciplinary action is taken against an employee, the Employer shall
promptly furnish written notice to the employee, which shall clearly and concisely state the reason for such discipline. Copy of such written notice shall be maintained in the employee's central personnel file.

**Section 4. Discipline Policy**

Employees shall be discharged or disciplined only for just cause. Just cause shall include, among other things, refusal to take orders from supervisors and lack of diligence in application to an assigned task. Employee's work record will be cleared annually of all warnings, reprimands and disciplinary actions or records kept that can lead to discharge unless additional warnings, reprimands or disciplinary actions on the same subject have occurred in the previous twelve (12) months. In that event, the records on that subject are kept until that employee's record has been freed of additional reprimands or disciplinary actions on that subject for a twelve (12) month period. When formal warning notices are issued against an employee, the employer will be given one copy of the notice to the employee and one copy to the Mayor.

When the Supervisor gives an employee an informal warning notice he will first show it to the Mayor. The Mayor will initial the notice to indicate that the Mayor agrees with statements made or the procedure followed.

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**ARTICLE 11**

**GRIEVANCE PROCEDURE**

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 the expressed terms of this Agreement.

Grievances will be processed as follows:

**Step 1:** The employee or Union representative will discuss the complaint with the Chairman of the Personnel Committee, or his designated representative, within three (3) working days of the date the employee should have known of the alleged violation. The immediate supervisor shall have three (3) working days to respond to the employee or Union representative.

**Step 2:** If the grievance is not satisfactorily settled in Step 1, the employee and/or the Union Representative will reduce the complaint to writing and present it to the City Council at the next regularly scheduled Council Meeting. The City Council will have five (5) working days to respond to the employee and/or Union.

**Step 3:** If the grievance is not satisfactorily settled in Step 2, the employee or Union representative will present the grievance to the Negotiating Committee within three (3) working days. The Negotiating Committee will respond to the employee and/or Union.
within ten (10) working days.

Step 4: If as a result of Step 3, the grievance remains unsettled, both parties will jointly request the Illinois Department of Labor to arbitrate the matter. The cost of the arbitrator will be borne equally by both parties.

If the Employer does not respond to Step 1, 2 or Step 3, the Union will adhere to the time-line stipulated in said steps.

ARTICLE 12
HOURS OF WORK AND OVERTIME

Work Week
The normal workweek for the employees shall be five (5) eight (8) hour days, Monday through Friday. The working hours of all full-time employees are 7:00 a.m. to 4:00 p.m. By mutual agreement between the Union and the Employer, the starting time may be changed due to weather or special events with approval by the Head of Personnel or Mayor.

Full-time employees are entitled to a one (1) hour lunch period between the forth (4th) and fifth (5th) hour worked. Lunch periods shall be taken at the discretion of the supervisor. Full-time employees are also entitled to two (2) fifteen minute breaks; one in the a.m. and one in the p.m.

Employees required to work during lunch period shall be allowed to reschedule their lunch period at a later time during their normal work hours or as soon as practical within their normal work hours.

Overtime
All time worked over eight (8) hours in any one day, or before the starting time or after quitting time Monday thru Friday and all hours worked on Saturday shall be paid at the rate of time and one-half (1½). All time worked on Sunday and holidays shall be paid at the rate of double time.

All snow removal work on Saturdays, Sundays and Holidays will be paid at the rate of time and one-half (1½).

All overtime, except for emergencies, must be approved by the Head of Personnel or Mayor.

Required Overtime
The Supervisor or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the supervisor as a general rule shall take reasonable steps to obtain volunteers by
seniority for overtime assignments before assigning required overtime work. Employees shall first have the right to volunteer for overtime, provided that the assigned employee shall to the extent possible have the same skills and working knowledge of the overtime assignment as the employee that is being replaced. Where it will not adversely affect the job or unduly add to the time of making work assignments, the supervisor will attempt to assign overtime on a reverse seniority basis among employees present and available to work. However volunteers will not necessarily be selected for work in progress, which is being performed by a specific employee. Also specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. In the event an overtime assignment cannot be filled by a full-time employee, then the supervisor may assign a part-time employee to fill said assignment.

Call Out or Back Pay
A full-time employee called back to work after having left work or on a date when not scheduled to work shall receive overtime pay at one and one half times their regular hourly rate for all hours worked. (Minimum paid - 2 hours)

No Pyramiding
Compensation (time and one-half pay or compensatory time) shall not be paid for overtime more than once for the same hours under any provision of this agreement.

ARTICLE 13
SENIORITY, LAYOFF AND RECALL

Seniority is an employee's total length of service from the date of hire with the City.

Probation
The probationary period for all city employees shall be sixty (60) days. Time absent from work or not served for any reason shall not apply towards satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure. The successful completion of the probationary period does not grant the employee's additional rights to continued employment or otherwise alter the employment relationship.

Supervisors/Superintendents
If an employee is appointed as supervisor/superintendent or department head, he shall be considered as on furlough from the position held immediately prior to such appointment. If he is discharged for just cause or resigns as Supervisor/Superintendent or department head, he shall revert to a job that is to be established in such prior position based on seniority.

Termination of Seniority
An employee shall be terminated by the Employer and their seniority broken when they:
1. quit; or
2. is discharged for just cause, or
3. accepts gainful employment while on an approved leave of absence; or
4. is absent for three (3) consecutive days without notifying the Employer; or
5. fails to return to work at the conclusion of an approved leave of absence without approval of the Employer.

Layoff
In the event the Employer determines a layoff is necessary for economic reasons or lack of work, employees shall be laid off within each particular job classification and office in the reverse order of their seniority unless compliance with State and Federal Law requires otherwise.

Probationary employees, temporary and part-time employees shall be laid off first; the full-time employees shall be laid off in reverse order of their seniority. No employee will be hired to perform or permitted to perform those duties normally performed by a bargaining unit employee while any unit member is on layoff status. Individual employees shall receive notice in writing of the layoff not less than ten (10) days prior to the effective date of such layoff.

If layoff occurs pursuant to this Article, unit members affected shall be given the first option for any reduced hours normally allotted to part-time employees in the department.

Recall
Employees shall be recalled from layoff within each particular job classification and department according to seniority. No new employee at all shall be hired until all employees on layoff in that particular job classification and department desiring to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Employer of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Employer of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

ARTICLE 14
VACATIONS

Full-time employees will earn paid vacation for each full year of service in accordance with the schedule listed below. The vacation year starts on May 1st of one calendar year and runs to April 30th the following calendar year. No employee may accumulate and carry over more than forty (40) hours of vacation to the following year. When a full-time employee is hired, they will receive one and one-half (1½) hours of vacation time per pay period until they reach the beginning of the City's next fiscal year.

The vacation schedule will be as follows:
**Full-Time Employees**

0 through 2 years       1 week
3 through 6 years       2 weeks
7 through 15 years      3 weeks
Over 15 years           4 weeks

**Part-time Employees** - After one (1) year of service, part-time employees will be entitled to one (1) week paid vacation.

**ARTICLE 15**
**PERSONAL DAYS**

Full-time employees covered by this Agreement shall have two (2) paid personal days and three (3) unpaid personal days each fiscal year. These days shall be paid at the straight time hourly rate. Employees on probation shall earn personal days, but shall not be able to take the days until after the probationary period is completed. An employee terminated before the end of the probationary period will not be compensated for the personal days.

**ARTICLE 16**
**HOLIDAYS**

Full-time employees will receive the following holidays as paid time off. These are:

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In the event a holiday falls on a Saturday, the City shall observe the holiday on the Friday preceding the actual holiday. In the event a holiday falls on Sunday, the City shall observe the holiday on Monday following the actual holiday.

In the event a holiday occurs during an employee’s scheduled vacation, the employee shall receive an additional day of vacation for said holiday.

**ARTICLE 17**
**SICK LEAVE**

All full-time employees will be allotted six (6) paid sick days per year beginning on the first day of May. All full-time employees will be allowed to carry all sick time over into the next fiscal year until they reach a maximum of thirty (30) days. Once the employee reaches the thirty (30) day maximum, they will no longer accrue sick days until they fall below the thirty (30) day maximum.

When a full-time employee is hired in the middle of the fiscal year, they will receive one and
one-half (1½) hours of sick time per pay period until they reach the beginning of the City’s next fiscal year. At that point, they will be granted their six (6) day allotment and will no longer accrue sick time on a per pay period basis.

Part-time employees, after one (1) year employment, will be allotted three (3) paid sick days per year.

A physician’s verification of illness will be required when an employee takes a leave of three (3) or more days’ duration. The employee’s supervisor may also request a physician’s verification when a leave is taken immediately before or after a paid holiday, or whenever the supervisor deems necessary.

ARTICLE 18
LEAVES OF ABSENCE

Bereavement Leave
Three (3) days of bereavement pay will be given for the death of an immediate family member (father, mother, sister, brother, child, spouse – this will include step – and – in-laws for each listed). One (1) day of bereavement pay will be given for the death of all family members that are not considered immediate.

Discretionary Leaves
The City may grant a leave of absence under this section to any employee where the City determines there is good and sufficient reason. The City shall set forth the terms and conditions of the leave, including whether or not the leave is to be with pay.

Any request for a leave of absence shall be submitted in writing by the employee to their immediate supervisor as far in advance as practicable. The request shall state the reason for the leave and approximate length of time off the employee desires. Authorization for a leave of absence, if granted, shall be furnished to the employee and it shall be in writing.

Military Leave
Military leaves of absence shall be granted in accordance with all applicable law.

Jury/Witness Duty Leave
Employees who are required to serve on a jury shall be compensated up to twenty-four (24) hours per week provided they can show proof of jury service. The City shall compensate such employees, at their regular rate of pay.

Maternity Leave - Family Medical Leave Act (FMLA)
Maternity leave may be granted by the City Council for pregnant employees for a period not to exceed three (3) calendar months. An additional period or periods not to exceed three (3) additional months may be granted if required by a medical doctor. Employees shall not be compensated for maternity leave. Maternity leave may be granted upon written notification of the request to their Commissioner. The employee may use any additional sick leave, the vacation
leave and the remaining period will be time off without pay.

**Leave For Illness Or Injury**
In the event an employee is unable to work after completely utilizing accumulated sick leave by reason of illness or injury (including those compensable under workers compensation), the City may grant a leave of absence without pay during which time seniority shall accrue for so long as the employee is unable to work, subject to the maximum period of leave provisions set forth below.

1. To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to their immediate supervisor a physician’s written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) days interval.

2. Before returning from leave of absence for illness or injury, or during such leave, the employee, at the discretion of the City, may be required to have a medical examination by a doctor designated by the City to determine the employee’s capacity to perform work assigned. If the City’s doctor is in conflict with the employee’s doctor, a third mutually agreed upon doctor shall be the deciding factor. A leave of absence for illness or non-job related injury will under no circumstances be granted until an employee’s entire sick leave is first exhausted.

**Benefits While On Leave**
Unless otherwise stated or required by law, length of service and right or privilege for which length of service is a factor shall not accrue for an employee who is on an approved non-pay leave status, for other than a leave of illness or injury. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status except as otherwise provided below. Unless otherwise stated, an employee returning from leave will have his seniority continued after the period of leave. Upon return the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his/her classification.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his/her seniority except for his/her leave, he/she shall go directly on layoff.

During the approved unpaid leave of absence of more than thirty (30) calendar days or layoff under this section, all fringe benefits will cease, except that the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent provided in such plan(s); provided the employee makes arrangements for the change and arrangements to pay the entire amount of the insurance premium involved, including the amount of premium previously paid by the City.
A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave without written permission of the City may immediately be terminated by the City.

ARTICLE 19
HEALTH INSURANCE

The City of Cuba will provide health insurance to all full-time employees covered by this agreement with no premium, with no annual changes to benefits without prior approval from the union.

ARTICLE 20
ANNUITY

The City will pay into the Laborers’ Local 231 Annuity Fund the sum of $.50 per hour for all hours worked for all full-time and part-time employees.

ARTICLE 21
MISCELLANEOUS

Injuries On The Job
Regardless of the nature or severity, all injuries sustained on the job must be reported to the supervisor immediately. Any employee who fails to report an injury will be subject to disciplinary action.

Whenever a supervisor receives a report of an on the job injury, the supervisor will immediately notify the City Clerk of the injury. Notification shall include the name of the employee injured, date, time, location and circumstances surrounding the injury.

The City requires that every injury or illness be reported without exception. The City is concerned about the safety and health of all City employees and considers no accident or injury minor. Early action may prevent a serious injury or illness from developing.

The affected employee may be required to submit to a drug and/or alcohol test or face possible disciplinary action up to and including discharge.

ARTICLE 22
DRUG-FREE WORKPLACE

Drug-Free Workplace
The Council of the City of Cuba has approved a drug-free workplace policy.
The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by an employee of the City is prohibited in any workplace operated by the City and/or in connection with City business.

City employees must notify the City of any criminal drug statute or ordinance conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Within thirty (30) days of receiving notice of any criminal drug statute or ordinance conviction for a violation occurring in the workplace, the City will take appropriate personnel action against such employee, up to and including termination.

City employees desiring information on the dangers of drug abuse in the workplace and those employees needing drug counseling, rehabilitation, or other employee assistance may contact the City for assistance and referral to an appropriate resource for available counseling, rehabilitation or other assistance. The employee shall be responsible for the costs of any such service.

**Drug Testing**

In order to help provide a safe work environment and to protect the public by ensuring that all City employees have the stamina and stability to perform their assigned duties, the City may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol test up to four (4) times per year per employee at a time and place designated by the City. If an employee tests positive in any such random screening test for drugs, a second drug test shall be conducted as soon as possible. The results of these tests shall be sent to the City, but will remain absolutely confidential, and if both drug tests are positive the employee shall be advised confidentially to seek assistance. If, after a reasonable period of time for rehabilitation, the same employee tests positive a second time, or if the initial alcohol test (via blood test) shows an alcohol concentration of .04 or more based upon grams of alcohol per 100 millimeters of blood, the test results shall be submitted to the commissioner and/or Council for appropriate action. Drug or alcohol testing may also be required where there is cause for such testing. Unlawful use of drugs or the use of alcohol during or just before work, or the failure to cooperate in testing under this Section, shall be cause for discipline, including discharge.

**ARTICLE 23**

**PAY PERIODS/WAGES/ALLOWANCES**

**Pay Periods**

Employees are paid every other Friday. If a holiday is observed on a scheduled payday Friday, payday will be on the preceding Thursday.

If an employee is absent from work, the employee may send a signed and dated statement to the immediate supervisor, City Clerk or City Treasurer requesting that your check be released to a family member for you, or you may contact the supervisor, City Clerk or City Treasurer by telephone and make a personal request to them to release your check. Employee also may make necessary arrangements with City Clerk or City Treasurer to mail their payroll check to the employee’s residence. If an employee fails to follow either procedure stated above, then the
employee's check shall remain with the supervisor, City Clerk, or City Treasurer until such time as the affected employee returns to work and picks the check up personally.

**Wages**
Employees covered by this Agreement will receive wage increases as follows:

Effective 05/01/2013 - $0.50 per hour
Wage Opener required for 05/01/2014 wages; notification will be sent 60 days prior
Wage Opener required for 05/01/2015 wages; notification will be sent 60 days prior
Wage Opener required for 05/01/2016 wages; notification will be sent 60 days prior
Wage Opener required for 05/01/2017 wages; notification will be sent 60 days prior

**Uniform Allowance**
The maintenance crew employees of the Street Department will receive uniforms that will be replaced on an as needed basis by the City of Cuba.

**ARTICLE 24**
**SAVINGS CLAUSE**

If any Article or Section of this Agreement or an addendum thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 25**
**BEGINNING AND DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from May 1, 2013, until April 30, 2018 and shall automatically continue from 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 the expiration of this Agreement. Such other must grant a meeting to the other party desiring change within thirty (30) days after notification.

**IN WITNESS WHEREOF**, the parties have signed and executed this and several copies, this ___ day of ________________, 2013.
For The City of Cuba

Mayor

Date: 8.27.13

Laborers' Local 231

Business Manager

Date: 8.27.13

Great Plains Laborers' District Council

Business Manager

Date: ________
EXHIBIT "A"
DUES AUTHORIZATION

LABORERS' LOCAL 231
P.O. BOX 374
PEKIN, ILLINOIS 61554

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECK OFF AUTHORIZATION AND ASSIGNMENT

City of Cuba

I, ________________________________, (print name), do hereby assign to Laborers' Local Union No. 231, Laborers' International Union of North America, AFL-CIO, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

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

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

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

This assignment has been executed this __________ day of ____________________, 20________.

__________________________________________   ______________________________
Phone                                           Employee Signature

__________________________________________   ______________________________
Date of Birth                                    Social Security Number

__________________________________________
Street Address

__________________________________________   ______________________________
City                                         State             Zip Code

Initiation Fee                                   Date Employed   Dues

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