

**ORIGINAL**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ALEXANDER COUNTY HOUSING AUTHORITY**

**AND**

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

**AND**

**LABORERS' LOCAL UNION 773**



**DURATION: OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2015**

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**ARTICLE 1  
PARTIES TO AGREEMENT**

This memorandum of Agreement made and entered into by and between the Alexander County Housing Authority, hereinafter referred to as the "Employer" and the Laborers' International Union of North America, AFL-CIO Local 773, hereinafter referred to as the "Union."

**ARTICLE 2  
AREA AND EMPLOYEES COVERED**

All the employees employed by the Alexander County Housing Authority, except the Executive Director. Also excluded are contract employees including security guards, part-time workers and temporary workers.

**ARTICLE 3  
RECOGNITION AND UNION SECURITY**

Section 1

The Employer recognizes the Union as the exclusive bargaining representative for the employees covered by this Agreement.

Section 2

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 members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within thirty (30) days of the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or if an employee chooses not to be a member of the Union, then that employee shall contribute their fair share for representation within thirty (30) days following first day of employment.

At no time shall fair share fees exceed the amount of dues uniformly required of Union members.

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

**ARTICLE 4  
CHECK-OFF**

All dues, initiation fees, fair share 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 delinquent dues and initiation fees shall be checked off weekly and remitted by the Employer to the Secretary of the said Union. The check off, however, is to apply only to such employees covered by this Agreement who authorizes the Employer in writing to so check off. If an employee or employees should any time content that the Employer acted wrongfully or illegally in making a check off for dues, initiation fees, fair share fees, or assessments, the Union will defend and protect the Employer against expenses, repayments or losses on account of such contention.

The following authorization will be signed by the employees:

Date \_\_\_\_\_

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first pay due me in each calendar month, such sums for Union fees, assessments, and fair share fees, and dues as may be certified due from me to Local 773 by the Secretary-Treasurer of the said Union. And you are hereby authorized and directed to pay the amount deducted to the Secretary-Treasurer of Local 773 for my account on or before the fifteenth (15<sup>th</sup>) day of the calendar month for which said deductions are made.

You are further authorized and requested to continue monthly deductions unless a written thirty (30) days notice is given you by me advising you to discontinue such deductions.

Employee \_\_\_\_\_

**ARTICLE 5  
CLASSES OF EMPLOYEES**

**Section 1 Classes of Employees**

There shall be two (2) classes of employees which are maintenance and office.

**Section 2 Classes of Maintenance Employees**

The classes of maintenance employees shall be Maintenance Mechanic I and Maintenance Mechanic II.

**Section 3 Classes of Office Employees**

The classes of office employees shall be Assistant Executive Director, Finance Director, Comptroller, Security Director, Lease Enforcement Officer, Chief Occupancy Clerk, Leasing & Occupancy Clerks, Modernization Coordinator, Site Managers and Assistant Site Managers.

Job titles and classifications may be changed at the discretion of Housing Authority Management.

**ARTICLE 6  
WORK WEEK AND OVERTIME PAY**

Forty (40) hours shall constitute the regular work week of such employees and any time worked in excess of forty (40) hours per week shall be paid for at the rate of one and one-half (1 ½) except on regularly scheduled holidays and Sundays for which overtime will be paid at double (2) time.

For the payroll of overtime any hours after forty (40) hours shall be paid at the overtime rate.

A minimum of one (1) hour at double (2) time will be paid for each time an employee is called out when a tenant needs maintenance work after the regular work hours. The system by which emergency work will be carried out will be supplied by the Employer. Every effort will be made to gain input from the work force before implanting any extra or call out plan.

Hours of work for the maintenance employees shall be 8:00 a.m. to 4:00 p.m. year round or as determined by management with thirty (30) minutes paid lunch.

Hours of work for the office employees shall be 8:00 a.m. to 4:00 p.m. or as determined by management.

Each employee will receive a fifteen (15) minute break twice a day – one (1) in the morning hours and one (1) in the afternoon. Exact time of breaks will be determined by management.

The regular work day will include a lunch period. The time of the lunch period is to be determined by the Employer, but such time will not begin less than three (3) hours nor more than five (5) hours after the shift starting time.

**ARTICLE 7  
HOLIDAYS, SICK LEAVE, FUNERAL LEAVE**

**Section 1    Holidays**

Holidays recognized under this Agreement and for which employees shall receive their regular rate of pay are as follows:

New Years Day	Columbus Day
Martin Luther King's Birthday	½ day before Thanksgiving Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 <sup>th</sup>	½ day before Christmas Eve
Labor Day	Christmas Eve
National Election Day	Christmas Day
Veterans Day	Employee's Birthday
Good Friday	

**Holidays falling on a Saturday or Sunday will be celebrated on either Friday or Monday as designated by the Employer.**

**Section 2    Sick Leave**

Each employee shall have twenty two (22) sick leave days.

Any employee found guilty of using sick leave for reasons other than illness or injury shall be subject to discharge or other disciplinary action.

Sick leave shall be paid only for days upon which the employee would have regularly worked.

Any employee absent from work on account of illness for three consecutive days or more shall be required to furnish a doctor's written excuse.

Sick leave shall not be taken for less than four (4) hours.

The Employer shall be notified before work time if sick leave is going to be taken unless illness occurs during work hours.

NOTE- That in extreme emergencies, employees may be able to donate excess sick time to a co-worker with management approval.

Upon retirement or permanent layoff, Employer will buy back, up to, forty (40) days at one-half (1/2) regular rate of pay. Payment will be made within (3) working days.

Employer shall on September 30<sup>th</sup> of each year calculate extra accumulated sick days and buy back those days in excess of forty (40) days at one-half (1/2) regular rate of pay. Not to exceed forty (40) days in any one year. Payment will be on October 1<sup>st</sup> or the first work day thereafter.

### Section 3    **Funeral Leave**

Employees shall be granted time off with pay for three (3) days for death in the immediate family. Immediate family shall be considered as spouse, father, mother, brother, sister, child, grandparents, in-laws, or other persons who may have raised the employee. These days off are to attend the funeral and are inclusive within the dates of death and burial.

## **ARTICLE 8 VACATIONS**

Effective October 1, 2005 Vacations shall be as follows:

Under three (3) years of service	10 days paid vacation
Three (3) to eight (8) years of service	15 days paid vacation
Eight (8) to seventeen (17) years of service	25 days paid vacation
Over seventeen (17) years of service	30 days paid vacation

Effective October 1, 2007 Vacations shall be as follows:

Three (3) to seven (7) years of service	15 days paid vacation
Seven (7) to sixteen (16) years of service	25 days paid vacation
Over sixteen (16) years of service	30 days paid vacation

All employees after one (1) year of service shall receive pay for accrued vacation time upon termination of employment within three (3) working days of termination.

All vacations must be approved by the Executive Director. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employer may do so. The employees may meet in October of each year and select their vacation time for the ensuing year and those with the greater seniority within their classification shall be given their choice of vacation periods in the event of any conflict over vacation periods.

Unused vacation time may accumulate up to forty-five (45) days.

In extreme emergencies vacation time may be donated to a co-worker with management approval.

**ARTICLE 9  
PERSONAL DAYS**

Employees will get five (5) personal days per year.

**ARTICLE 10  
JURY DUTY**

An employee who is called for jury duty shall be compensated at his regular rate of pay less jury fees received. Written evidence of the amount of the jury fees received shall be given to the Employer as soon as possible.

**ARTICLE 11  
WAGE RATES**

The wage rates will be determined by the Alexander County Housing Authority.

Fiscal Year beginning October 1:

10/01/10    10/01/11    10/01/12    10/01/13    10/01/14    10/01/15

**Maintenance Mechanic I** \$16.00 an hour minimum (wage can be raised on specific task or ability)

**Maintenance Mechanic II** \$13.00 an hour

Employees running work orders at Elmwood and McBride will be paid a minimum of seventy-five cents (\$0.75) per hour over and above regular maintenance when working.

**Performance Bonus** Each year, on December 15<sup>th</sup> or before each full-time Bargaining Unit Employees will receive a guaranteed of \$1500.00 performance bonus after taxes based on a single person taxation rate.

**ARTICLE 12  
GRIEVANCE PROCEDURE**

Section 1    **Definitions**

A grievance shall be defined as a claim by an employee that there has been an alleged violation of the terms of this Agreement.

Section 2    **Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a formal grievance must be processed as follows:

**Step A** The grievant shall present the grievance in writing to his immediate supervisor within five (5) days of the alleged occurrence of the event or knowledge of the incident giving rise to the grievance. The supervisor shall arrange for a meeting with the grievant and his steward within six (6) days of the receipt of the grievance. Within six (6) days of the meeting the grievant shall receive a written answer to the grievance.

**Step B** If the Grievance is not resolved at Step A, the grievant may refer to the grievance to the Employer or official designee within six (6) days after the receipt of the Step A answer, the Employer or official designee shall arrange for a meeting to take place within six (6) days of his receipt of the appeal. Within six (6) days of the meeting the grievant shall be provided with the Employer's or his official designee's written response.

**Step C** If the Union and grievant are not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Employer's written reply, the Union and grievant may submit the grievance to final and binding arbitration under the voluntary Labor Arbitration Rules of the Federal mediation and Conciliation Services (FMCS) which shall act as the administrator of the proceedings, If a demand for arbitration is not filed within thirty (30) days of date for the Step B answer, then the grievance shall be deemed withdrawn.

1. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him but shall, however, have no authority to add to, subtract from, ignore, or in any way modify the terms of this Agreement.
2. Each party shall bear the full cost for its representation in the grievance procedure.
3. The parties shall share equally the cost of the arbitrator and the fees for FMCS.
4. If either party requests a transcript of the proceedings, that party shall bear full cost of the transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Employer and the Union.

**Section 3** At all times the employees shall have the right to have his Union Steward or Union Representative present throughout the grievance procedure.

Failure of an employee or the Union to act on any grievance within the prescribed time limits will bar any further appeal. Failure of the Employer to render a decision within the prescribed time limits will allow the grievant to proceed to the next step. Time limits may be extended by mutual consent.

Any investigation, handling, or processing of any grievance by the grievant or the Union shall be conducted so that the Employer's operations and related work activities of the grievant are not interrupted.

The employer acknowledges the right of the grievant to have the Union steward present, if he is requested, at Steps A, B, or C of Section 2.

No reprisals shall be taken by the Employer against the Steward or grievant because of their participation in the grievance procedure.

### **ARTICLE 13 STEWARD**

The Business Manager shall appoint a steward from the employees in the bargaining unit, who shall assist an employee in presenting a grievance. The steward shall be recognized representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee, however, the steward shall be given reasonable time off to conduct union business.

### **ARTICLE 14 SENIORITY**

#### Section 1

Seniority will exist from the date the employee achieves permanent status. Seniority and performance rating and/or job qualifications shall receive equal consideration for promotion, advancements, vacancies, lay-offs, re-employment, and call-outs. Permanent lay-offs will be by department seniority. The two (2) departments being administration and maintenance.

It would be the intent of the Alexander County Housing Authority to eliminate any part-time non-union positions before bargaining unit positions if possible, based on the ACHA need. (Unless they are members of the union where seniority would prevail)

#### Section 2

Seniority shall be terminated by:

1. Voluntary severance of employment.
2. By discharge for just cause.
3. By absence or lay-off in excess of twelve (12) months.
4. By failure to report to work on or prior to the expiration of an approved leave of absence.
5. By failure of an employee to report to work after a lay-off within (2) days after being notified by registered letter by the Employer, unless the employee has obtained the permission from the Employer to report at a later date.

Section 3

The Employer agrees not to subcontract or contract out any work or services that would affect the employment of employees within the bargaining unit of the Alexander County Housing Authority.

**ARTICLE 15  
HEALTH & WELFARE**

Effective and beginning October 1, 2010, the Employer agrees to furnish coverage through the Southern Illinois Laborers' and Employers' Health & Welfare Fund, and each month thereafter until September 30, 2015. Laborers' Health & Welfare shall be reopened August 1<sup>st</sup> of each year to review premium costs and benefits. The ACHA maintains the right to accept or deny the SILEH&W fund health insurance on a year to year basis.

The monthly contributions are to be paid by the fifteenth (15<sup>th</sup>) of the current month. Current rate is \$1211.00 Family, and \$606.00 Single. Depending on ACHA finances, employees will pay 10% of the family premium.

**ARTICLE 16  
PENSION**

Section 1

The Employer shall contribute twenty five (25%) percent of an employee's annual salary to the Security Benefit, a group life and government agency retirement plan.

Section 2

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

Section 3

Beginning on October 1, 2010 and for the term of this Agreement, the Employer shall contribute to the Pension Fund at the rate of \$2.50 for each and every hour or portion of an hour for which an employee covered by this Agreement is paid by the Employer (including hours or portions of hours of paid holidays, vacations, sick leave, personal leave, other paid leave and overtime). The parties agree that these pension contributions will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid. Please refer to Addendum "B" Plan.

For 10/01/10 to 12/31/10	0.12 per hour additional
For 01/01/11 to 12/31/11	0.25 per hour additional
For 01/01/12 to 12/31/12	0.25 per hour additional

For 01/01/13 to 12/31/13  
For 01/01/14 to 12/31/14  
For 01/01/15 to 09/30/15

0.25 per hour additional  
0.25 per hour additional  
0.25 per hour additional

**ARTICLE 17  
UNIFORMS**

The Employer shall furnish an employee required to wear a uniform with six (6) uniform shirts and a two hundred fifty (\$250.00) dollar clothing allowance. This payment will be made in October of each year.

**ARTICLE 18  
SAVINGS CLAUSE**

If any court shall hold any provision of this Agreement invalid or if any provision of this Agreement is in conflict with legal requirements, such decisions shall not invalidate the other provisions hereof.

**ARTICLE 19  
BEGINNING AND DURATION OF AGREEMENT**

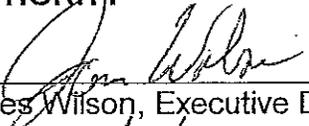
This Agreement shall be in full force and effect from October 1, 2010 and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing one hundred twenty (120) days prior to September 30, 2015. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.

One time signing bonus of two hundred fifty (\$250.00) dollars after taxes – Employees of the Bargaining Unit shall receive a two hundred fifty (\$250.00) dollar signing bonus upon ratification of contract by October 8, 2010.

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be executed by their Representatives hereto authorized this 6<sup>th</sup> day of October, 2010.

**FOR THE EMPLOYER**

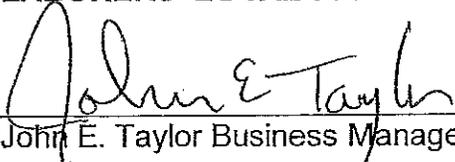
**ALEXANDER COUNTY HOUSING  
AUTHORITY**

  
\_\_\_\_\_  
James Wilson, Executive Director

10/6/10  
Date

**FOR THE UNION**

**LABORERS' LOCAL 773**

  
\_\_\_\_\_  
John E. Taylor Business Manager

10-6-10  
Date

**THE SOUTHERN & CENTRAL  
ILLINOIS LABORERS DISTRICT  
COUNCIL**

  
\_\_\_\_\_  
Clint Taylor, Business Manager

10-6-10  
Date

Rehabilitation Plan: Addendum B

**MODEL AGREEMENT ADOPTING PREFERRED SCHEDULE**

**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT**

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$ 2.50 per hour shall be increased by 10% to the rate of \$ 2.75 per hour effective Oct, 1, 2010. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
  - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

5. This Addendum shall be effective as of 10-1, 2010, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: John E Taylor  
Name: John E. Taylor  
Position: Business Manager Date: 9-1-2010

FOR THE EMPLOYER:

Signature: James Wilson  
Name: JAMES WILSON Alexander Co. Housing  
Position: EXECUTIVE Director Date: 8/24/10

