

AGREEMENT

Between

CITY OF JACKSONVILLE, ILLINOIS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 399

(City Hall Employees)

January 1, 2021 through December 31, 2025

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AGREEMENT BETWEEN
CITY OF JACKSONVILLE, ILLINOIS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 399
COVERING CITY HALL EMPLOYEES

PREAMBLE

This Contract is entered into by and between the City of Jacksonville, Illinois (hereinafter referred to as the "City" or "Employer"), and the International Union of Operating Engineers Local No. 399 (hereinafter referred to as the "Union").

The purpose of this Contract is to provide an orderly collective bargaining relationship between the City and the Union representing the employees in the bargaining unit, to promote the effective and efficient performance of work duties, and to make clear the basic terms upon which such relationship depends. It is the intent of both the City and the Union to work together to provide and maintain satisfactory terms and conditions of employment, to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions, and to thereby prevent strikes or other disruptions of work. The City and the Union therefore regard all employees covered by this Agreement as public servants governed by appropriate standards of honor and integrity in order to merit the respect and confidence of the public.

In consideration of the mutual promises and Contracts contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1. Recognition. The City recognizes the Union as the sole and

exclusive collective bargaining representative for all full-time and part-time employees in the positions of Payroll Clerk, Assistant Payroll Clerk, Bookkeepers, General Office (Clerks), Clerks/Cashier, Department Secretaries, Utility Customer Service Representatives and Office Managers in the City Fire Department, Water Department, Street Department, Inspection Department, City Clerk's Office. Excluded from this grant of recognition are all part-time employees (except for those within the above classifications), managerial, supervisory and confidential employees of the City of Jacksonville; the Deputy City Clerk, the Secretary to the Mayor, and the Secretary to the City Attorney, Secretary to the City Treasurer's Office & Mayor's Office, Receptionist; all elected officials; and all other City employees.

Section 1.2 Union Security and Dues Deduction. While this Agreement is in effect, the City will deduct from each employee's paycheck twice each month, half the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check off authorization form. The form shall be provided by the Union and approved by the City. The City will honor all executed check off authorization forms received no later than fifteen (15) working days (i.e. days the City's administrative officer are open) prior to the next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

The City shall remit total deductions collected for each calendar month to the Treasurer of the Union, together with a list of employees for whom deductions have been made not later than twenty (20) working days after completion of the second dues deduction. The Union agrees to refund to the employee(s) any amount paid to the

Union in error on account of this dues deduction provision.

The check-off authorization shall remain in effect unless it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the City of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City receives a time Notice of Revocation of Dues Check Off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the City by the Treasurer of the Union, and shall be based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision. The Union may change the rule or formula, which will determine the regular monthly dues once each calendar year, effective July 1st of each year, during the life of this Agreement. The Union will give the City forty-five (45) day's notice of any such change in the amount of uniform dues to be deducted.

Section 1.4 Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of union membership. The Union further agrees to indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claims, demands, suits or other forms of liability arising from any failure on the Union's part to fulfill its duty of fair representation.

Section 1.5. Union Spokespersons. Union spokespersons shall be appointed from among the employees covered by this Agreement. The Union shall notify the City who has been appointed as spokesperson. The spokesperson shall be allowed reasonable time, as determined and approved by the department head, without loss of pay to aid and assist or represent in handling and processing grievances and to participate in contract negotiations. Approval of this time by the department head is subject to the daily work schedule. Said time used for union business shall not result in any overtime.

Section 1.6. Gender. Wherever the male gender is used in the Agreement, it shall be construed to include both males and females equally.

ARTICLE II - NON-DISCRIMINATION

Neither the City nor the Union shall discriminate on the basis of race, color, sex, religion, age, national origin, marital status, disability, veteran status, ancestry, sexual orientation, or membership or non-membership in the Union, to the extent provided in applicable state and federal statutes and regulations. Other than Union membership, any dispute concerning the interpretation and application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the City retains all traditional rights to manage and direct the affairs of the City of Jacksonville in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the City and its

various Departments and to set standards of service offered to the public; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the City and its various Departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment, determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and objectives and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, orders and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; to determine and establish training requirements for any positions; and to establish, change, combine or abolish positions and the job duties of any position in accordance with operational requirements; provided, that the exercise of such management rights by the City shall not conflict with the provisions of this Contract. The City expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Relations Act. In addition, the City may establish all requirements, rules, policies and procedures concerning the probationary period for newly hired employees.

The City shall have the right to institute a random drug testing program with the input of the Union.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 4.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per week or per work cycle.

Section 4.2. Work Schedule. Employees are normally assigned to work from 8:00 a.m. to 4:30 p.m. on a five-day per week schedule. However, because some Departments may have special requirements from time to time, other normal working hours may be scheduled. The normal work week shall consist of a minimum of 37.5 hours per week. Employees will be notified at least 48 hours in advance of any changes in their work schedules by the appropriate supervisor.

Section 4.3. Meal Periods. Subject to emergency needs, employees will be allowed to take a one hour unpaid lunch period. The times for lunch periods will be determined by the appropriate supervisors based on staffing needs. Employees are also allowed to take break time pursuant to the standards and procedures set by the Department supervisor.

Section 4.4. Overtime. All time worked under this Article in excess of 37.5 hours in a seven day period commencing on Sunday at Midnight and concluding on the following Saturday at 11:59 p.m. shall be compensated at the rate of time and one-half the regular hourly rate in effect when the hours are worked. For the purpose of this Article, time worked shall be defined to include only those hours for which the employee actively performs services for the City as well as vacation time, holidays and personal days, but does not include any uncompensated leave time, or time which is

compensated but not worked under this Agreement including sick leave, funeral leave, worker's compensation or disability leave.

Section 4.5. Required Overtime. The City shall have the right to require overtime work when necessary and employees may not refuse overtime assignments except in non-emergency situations for good cause.

Section 4.6. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 4.7. Regular Hourly Rate Of Pay. For the purposes of computing and determining an employee's regular hourly rate of pay under this Agreement, an employee's annual salary shall be divided by 1950 hours.

Section 4.8. Compensatory Time. In situations where it is determined to be in the best interests of the City and when mutually agreed upon by the City and an employee covered by this Agreement, the City will grant compensatory time off in lieu of overtime at the rate of time and one-half (1 and ½). In such situations, compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee and the City acting through the City Clerk or other immediate supervisor. Compensatory time off shall be taken within a reasonable period of time, and in any event it shall be used prior to the end of the calendar year in which it is earned. Compensatory time which is unused at the end of the year will be paid off, except that up to 37.5 hours may be banked and carried over into the following year. Permission to utilize compensatory time will not be unreasonably denied if operating requirements will not be adversely affected. Compensatory time off may be awarded in situations that do not involve overtime solely at the discretion of the City.

Section 4.9. Call In and Hold Over. Employees who are not at work who are called in to work at times other than their regularly scheduled work shift will be guaranteed a minimum of three (3) hours pay at their applicable rates. Employees who are requested to work for time and hours that immediately precede their regularly scheduled shift or who are held over after their regularly scheduled shift to work additional hours will be paid for that time at their applicable rate.

ARTICLE V - GRIEVANCE PROCEDURE

Section 5.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or by the Union against the City during the term of this Agreement involving an alleged violation of an express provision of this Agreement. Grievances may be processed by the Union on behalf of a group of employees.

Section 5.2. Grievance Procedure.

STEP 1: The employee, with or without a Union representative, shall take up the grievance orally with their respective Department Head within seven (7) calendar days of the occurrence giving rise to the grievance. The Department Head shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days.

No grievance shall be entertained or processed unless it is submitted for oral grievance as set forth above within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence or the event giving rise to the grievance.

STEP 2: If the grievance remains unsettled after the response in Step 1, then the employee may, within seven (7) calendar days of receipt of the response, present the grievance in writing to the Mayor, giving reasons for rejecting the response in Step

1. The Mayor may, in his discretion, schedule a conference within fifteen (15) days of receipt of the appeal to discuss the grievance. If no agreement is reached, the Mayor will submit a written response within twenty (20) days of this conference. If no conference is scheduled, the Mayor shall issue a written response to the grievance within twenty-five (25) days of receipt of the appeal.

Section 5.3. Arbitration. If the grievance is not settled in Step 2, the matter may be referred for arbitration by written request made within ten (10) calendar days of the City's response in Step 2. Arbitration shall proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is only one name. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the City and Union representatives.
2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties may agree to waive this

requirement.

3. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
4. The arbitrator shall have no right to amend, nullify, ignore, add to, take from or modify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 5.3 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 5.4. Time Limit for Filing. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to

the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last response. If the City does not respond to a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement.

ARTICLE VI - NO STRIKE/NO LOCKOUT

Section 6.1. No Strike/No Lockout Commitment. Neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage or concerted interference with the full, faithful and proper performance of the duties of employment with the City, regardless of the reason for so doing. Neither the Union nor any employee of the City shall refuse to cross any picket line, by whomever established provided that steps have been taken by the City to establish safe conduct through such picket line, nor refuse to enforce or carry out lawful orders and directives of the City arising from or related to the performance of functions even if there is a labor dispute involving other persons. The City agrees not to lockout employees during the term of this Contract.

Section 6.2. Resumption of Operations and Union Liability. In the event of action prohibited by Section 6.1 above, the Union and the Union Officers (including the President, Business Manager, Secretary, and any stewards appointed under this Agreement) immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any

damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.3. Discipline of Strikers. Any employee who violates the provisions of Section 6.1 of this Article shall be subject to discipline, including immediate discharge. Any action taken by the City of any penalty assessed against any employee who participates in action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure. The City retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

Section 6.4. Judicial Restraint. Nothing contained herein shall preclude the City from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

ARTICLE VII - HOLIDAYS

Employees covered by this Agreement shall be eligible to receive twelve (12) paid holidays during the calendar year. The following holidays are recognized by the City: New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, President's Day, Martin Luther King, Jr.'s Day, and Good Friday. To be eligible for holiday pay, an employee must work his or her regularly scheduled workday preceding the holiday and after the holiday, unless such absence is excused. Employees who work on a holiday will be paid at double their regular hourly rate for hours worked. Employees may be scheduled to work relief on holidays as needed, and may not unreasonably refuse such assignments.

ARTICLE VIII - SENIORITY

Section 8.1. Definition of Seniority. As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee. Employees hired on the same date will be ranked in order for seniority alphabetically based on their last name. Seniority accrues after completion of the probationary period set forth below.

Section 8.2. Probationary Period. All new employees shall be probationary employees until they complete a probationary period of four (4) months. During an employee's probationary period the employee may be disciplined, suspended, laid off, or terminated without cause at the sole discretion of the City. No grievance shall be presented or entertained in connection with the discipline, suspension, layoff, or termination of a probationary employee. Employees who are rehired after loss of seniority shall also serve a probationary period equivalent to that set forth above.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority consistent with Section 8.1 which shall be retroactive to their last date of hire with the City in a full-time position covered by this Agreement.

Section 8.3. Seniority Termination. An employee shall be terminated and their seniority broken when the employee:

- (a) Quits;
- (b) Is discharged;
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of one (1) year;
- (d) Retires;

(e) Falsifies the reason for a leave of absence, is found to be working during a leave of absence or otherwise violates any conditions imposed for a leave of absence; or

(f) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave;

(g) Is laid off and fails to notify the City of his or her intention to return at least ten (10) days prior to the date set for his or her return to work;

(h) Does not perform work for the City for any reason for a continuous period in excess of twelve (12) months (except for military service or work related injury compensable under workers compensation; or

(i) Fails to report to work or notify the City during an absence of three consecutive work days.

ARTICLE IX - LAYOFF AND RECALL

Section 9.1. Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off by seniority by job classification. The City will meet with the Union prior to any lay-offs to discuss operational needs and logistics of lay-off with input of the Union. The City shall provide seven (7) days notice to the Union and the affected employees when a layoff is contemplated. The City may in its discretion reassign job duties among the remaining employees to insure that all work assignments are covered.

Section 9.2. Recall. Employees who are laid off shall be placed on a recall list for a period equivalent to his or her seniority or one (1) year, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are

recalled without substantial additional training. No new employees shall be hired in the unit while employees with seniority are on layoff, until qualified laid-off employees are first offered the opportunity to the open position. If the employee declines the offer to an open position which was not the same position he or she held at the time of his or her layoff, it shall not in any way affect the employee's layoff status rights otherwise governed by this Agreement.

Employees who are eligible for recall shall be given ten (10) working days' notice of recall commencing upon the date of delivery of the recall notice at the employee's last address on file with the City by certified mail, return receipt requested. The recalled employee shall report for duty at the City on the tenth (10th) working day following receipt of the recall notice, unless he or she makes other arrangements in writing with the City Clerk or other designated City representative. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the City with his or her last mailing address. If an employee fails to timely report for duty following receipt of a recall notice, his or her name shall be removed from the recall list.

ARTICLE X - VACATIONS

Section 10.1. Eligibility and Allowances. The number of vacation days per calendar year that an employee is eligible to receive shall be based on the number of years of continuous service that the employee will complete as of their anniversary day in a position covered by this Agreement. An employee will not be eligible for paid vacation in any calendar year in which he or she is not paid for at least 975 hours; in the event an employee works more than 975 hours but less than 1800 hours, he or she will

receive a pro rata vacation allowance. If a holiday occurs during a vacation, the employee will be credited with an additional vacation day. Vacation allowances are awarded under the following schedule:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Calendar Year</u>
After completion of 1 year of service	5 days
After completion of 2 years of service	10 days
After completion of 5 years of service	15 days
After completion of 9 years of service	20 days

Employees may not schedule vacations until after completion of their first year of employment.

Section 10.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time hourly rate in effect on the payday immediately preceding the vacation. Upon separation from employment, the employee will be paid for accrued vacation.

Section 10.3. Vacation Scheduling. Vacation requests shall be submitted to the employee's supervisor for approval. Vacation requests for four or more days of vacation shall be approved first; then requests for shorter terms shall be approved. One-day vacation requests may overlap other approved vacation requests and be approved provided there is no other absence for the requested day. Approval shall be by seniority of the bargaining unit employees. Non-bargaining unit employees within a department will have no impact on the approval of any bargaining unit vacation requests or on the vacation schedule. Employees will make a good faith effort to use all earned vacation time by the end of the calendar year. In the event vacation time cannot be scheduled, the employee, with the approval of their department head, may carry over up to five (5) days vacation into the following calendar year. These 'carry over days' shall not

accumulate from year to year. The employee may opt to be compensated for the unused vacation time at their regular rate of pay.

ARTICLE XI - SICK LEAVE

Section 11.1. Purpose. Sick Leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time; that their financial resources may be diminished in such instances if pay is discontinued; and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care. Unfortunately, Sick Leave abuse sometimes occurs. The parties agree that Sick Leave abuse is a very serious offense, and the parties further agree that the City shall ferret out Sick Leave abuse with the Union assisting in the City's efforts. Abuse of Sick Leave, including but not limited to feigned illness or carrying out of personal chores unrelated to the illness or other employment, are cause for termination.

Section 11.2. Allowance. Any employee contracting or incurring any non-job related sickness or disability shall be eligible for Sick Leave with pay under the conditions set forth in this Article.

Section 11.3. Accumulation. All employees, including new hires who have completed their probationary period, shall accrue sick leave at the rate of 4.34 hours per pay period for 26 pay periods.

All new hires who have completed their probationary period shall be credited with sick leave accrual of 4.34 hours per pay period from their date of hire.

Probationary periods for employees who move from department to department, or classification to classification, will continue to accrue and bank sick leave during their 'transfer' probationary period.

Employees may accrue up to 60 days (450 hours) in their sick leave account which will carry over from year to year.

In the event of sickness or disability in which the employee exhausts their sick leave balance, the employee will be placed on disability leave under current rules of the Illinois Municipal Retirement Fund.

Section 11.4. Sick Leave Payment and Conditions. Sick Leave pay shall be equivalent to the employee's regular hourly rate of pay in effect at the time Sick Leave is taken. In the case of an absence of more than three (3) consecutive scheduled work days, the City may require an employee to submit an acceptable physician's certification to be eligible to receive Sick Leave pay for any such time; such certification may also be required in such circumstance before the employee will be allowed to return to work. Failure to produce such certification when requested also results in denial of Sick Leave pay. In addition, the City may, at its discretion, require an employee who is receiving Sick Leave pay or who has reported an illness and will be compensated with Sick Leave pay, to submit to an examination by an agreed upon physician at the City's expense to determine fitness for duty. Failure to submit to such examination shall result in a denial of Sick Leave pay. Failure to return to work upon a finding of fitness for duty following the examination by the agreed upon physician, if he shall so determine, shall also result in a denial of Sick Leave pay commencing after the finding is issued. Sick Leave will not be paid until the days are earned under the schedule set forth above.

Section 11.5. Notification. Notification of absence due to sickness shall be given

to the City as soon as possible before the employee's starting time, and before every scheduled work day thereafter (unless the requirement of notice is waived by the appropriate supervisor). Failure to provide proper notice of sickness may be considered an absence without pay, will result in denial of Sick Leave pay, and may subject an employee to discipline as well.

ARTICLE XII - WAGES

Section 12.1. Wages. All regular full-time and part-time employees covered by this Agreement shall be paid in accordance with the wage schedule attached hereto and made a part hereof as Appendix B.

01-01-21=2.25%, 01-01-22=2.25%, 01-01-23=2.25%, 01-01-24=2.5%, 01-01-25=2.5%

All regular full-time and part-time employees hired during the term of this Agreement shall be paid based on the starting salary schedule included in Appendix B.

Section 12.2. Longevity. Effective with this contract, a longevity schedule is created for the Clerical Unit.

- After five (5) years of employment, the employee will receive \$600.00 as a longevity payment through year nine (9) of employment.
- After ten (10) years of employment, the longevity payment will be increased to \$850.00 through year fourteen (14) of employment.
- After fifteen (15) years of employment, the longevity payment will be increased to \$1,100.00 through year nineteen (19) of employment.
- After twenty (20) years of employment, the longevity payment will be increased to \$1,350.00.
- After twenty-five (25) years of employment, the longevity payment will be

increased to \$1,600.00.

- After twenty-eight (28) years of employment, the longevity payment will be increased to \$1,750.00.

All longevity steps will be calculated on the employee's anniversary date. Longevity earned after the employee's anniversary date shall be pro-rated and paid upon separation from service, unless the employee was terminated.

The longevity amounts will be pro-rated for part-time employees.

Longevity shall be paid to the employee in a lump sum on a separate check with minimum deductions on the first pay period following their anniversary hire date.

Section 12.3. Pension Fund Contribution. The City shall become a participant in the International Union of Operating Engineers Central Pension Fund. The City shall remit a contribution of the following per hour for all hours worked or compensated per pay period:

1/1/21	1/1/22	1/1/23	1/1/24	1/1/25
\$1.20	\$1.20	\$1.20	\$1.20	\$1.20

ARTICLE XIII - INSURANCE

Section 13.1. Health Insurance. The City shall provide group health insurance benefits to employees, with such benefits to be provided in the group insurance policy(s) applicable to all City employees at the rates assessed under such policy(s) which the City shall enter from time to time. The City shall pay the cost of single coverage premiums for employees. Employees may purchase dependent coverage by paying the premium charge for such coverage. Should the City find it necessary, due to financial or other reasons, to make major adjustments in benefits and coverages, it shall give at least fifteen (15) days prior notice in writing to the Union, and will meet with

representatives of the Union to discuss the issues. The Union will assume responsibility for keeping a current mailing address on file with both the City Clerk's and Mayor's office for the purpose of this notification.

Section 13.2. Cost Containment. The City reserves the right to institute or modify cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, health maintenance organizations, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 13.3. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure.

ARTICLE XIV - LEAVES OF ABSENCE

Section 14.1. Discretionary Leaves. The City may grant a leave of absence to an employee without pay under the following circumstances. Any request for a leave of absence shall be submitted in writing by the employee to the Mayor and his or her supervisor as far in advance as practicable. The request shall state the reason for the leave of absence and the period of time off desired by the employee. The City in its discretion may grant such request for a period not to exceed ninety (90) days, and will set forth the terms and period for such leave. An extension may be requested and will be considered under unusual circumstances only. A leave of absence will not be

granted to enable an employee to seek other employment. Employees who engage in unauthorized employment during such leave may be immediately terminated. Seniority shall not accumulate while an employee is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement are terminated during the period of the leave. Credit for vacation, sick leave and retirement fund shall not be earned during the leave. However, an employee will be allowed to purchase continued group health coverage at his or her own cost to the extent that may be permitted by the City's group insurance carrier.

Upon return from a discretionary leave of less than 45 days, the City will place the employee in his or her previous position. Upon return from a discretionary leave in excess of 45 days, the City will place the employee in his or her previous position if the position is vacant; if not vacant, the employee will be placed in the first available opening in his or 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 or her seniority except for his or her leave, he shall go directly on layoff.

An employee on leave of absence will be terminated if he fails to return from a leave at the conclusion of the authorized leave; resigns or is terminated from City employment while on leave; or accepts employment in any capacity while on leave.

Section 14.2. Military Leave. Military leave without pay shall be granted in accordance with applicable law.

Section 14.3. Maternity Leave. Disability due to pregnancy as certified by an employee's doctor will be treated like any other sickness or disability. Additional unpaid leaves of absence related to maternity where no disability exists may be granted where operational needs are not affected, pursuant to Section 14.1. Return to duty after an

unpaid maternity leave is governed by Section 14.1.

Section 14.4. Funeral Leave. In the event of death in the immediate family (defined as the employee's spouse, children, step-children, adopted children, parents, parents of spouse, step-parents, grandchild, grandparents, brother and sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law), an employee shall be granted time off with pay up to a maximum of three days. Additional days may be requested, and, if granted, may be paid from vacation, comp time, or personal time.

Section 14.5. Jury Duty. An employee called for duty before a recognized court of law will be granted an excused absence with pay for the period of the absence. Employees must turn over to the City all compensation received for such jury duty. Employees will not be paid by the City for travel expense or for days they are not scheduled to work. Proof of jury service may be required. If an employee is released from jury duty before the conclusion of the work shift he is scheduled for, he shall report to duty.

Section 14.6. Personal Day. Employees will be allowed to take off two (2) work days during the calendar year for personal business. Scheduling of personal days shall be approved by the employee's Department head or supervisor in advance. Employees shall request personal days with as much notice as possible; however, emergency or short notice requests will not be unreasonably denied, based on operational need within the Department.

New employees who have successfully completed their probationary period shall receive one (1) personal day to be used prior to the conclusion of the calendar year in which their probationary period is completed.

Employees who have not used more than three (3) sick days per year shall

receive one additional personal day to be used the following year.

Section 14.7. Work Related Injury Leave. In the event an employee is to be off work due to a work related injury, the City shall continue the employee's wages from day one of the injury until covered by the City's Worker's Compensation payments.

Section 14.8. Special Requests for Use of Sick Leave. Employees may request to the Finance/Personnel Committee of the City Council for approval to use accumulated sick leave for care of members of the household or for those covered under the Family Medical Leave Act. Each request will be considered on a case by case basis. The City will be consistent in the approval/denial of this employee request. It is expressly understood that any committee approval of such a request shall not be construed as setting a precedent or past practice. The purpose of this section is to consider requests based on an individual or family emergency situations after other paid leave available to the employee has been exhausted. (Section 14.1 of the CBA may also be applicable in these cases.)

ARTICLE XV - GENERAL PROVISIONS

Section 15.1. Retirement. The City agrees to satisfy its obligations to employees during the term of this Agreement as required by the Illinois Municipal Retirement Fund as set forth by state law.

Section 15.2. Rules of Conduct. Employees shall be subject to the City's rules of conduct that may be established from time to time, as well as any other procedures or policies established by the employee's supervisor(s). The Union shall assist the City in matter of discipline and the government of the Agreement.

Section 15.3. Regular Part-Time Employee Benefits. Regular part-time employees employed in positions covered in this bargaining unit who are scheduled to

work four or more days per week on a regular basis shall receive the following benefits only under this Contract: pro-rated vacation, holiday and sick leave benefits consistent with the terms of this Agreement, as well as regular health insurance benefits. Such employees are eligible to bid on openings for full-time positions for which they are qualified, as set forth below, although they do not hold any seniority rights under the Contract.

Section 15.4. Job Bidding. Notice of all job vacancies in the bargaining unit which the City elects to fill on more than a temporary basis shall be posted for a minimum of seven (7) working days. A working day shall be defined as a day the City offices are open. Within the posting period, all employees, regardless of their current assignment, may bid for the vacancy in writing, and all employees meeting the application qualifications will be interviewed. If there are two or more equally qualified current employees seeking the position, once the most senior employee is interviewed and is acceptable and accepts the position, no other interviews will be conducted. If there are no qualified bargaining unit employee bids, the City may also consider qualified applicants from outside of the bargaining unit. Successful bidders shall have ten (10) business days' option to return to their prior position. The City may return the employee to his or her prior position at its discretion within twenty (20) business days. The City shall be the sole judge of qualifications under this section and may at its discretion give tests or exams to assist it in determining qualifications.

If the successful bidder is retained by the City in the new job classification after twenty (20) days, that employee will be paid the starting salary for the new job classification, which is the lowest current salary in that classification. Said salary will be paid commencing with the first day of the probationary period. If the employee returns

to his or her prior position for any reason, he or she will also return to his or her previous salary. The City retains the right to consider experience and training in placing the successful bidder on the schedule for the appropriate job classification. The City retains the right to consider experience and training in placing an applicant from outside the bargaining unit in the appropriate job classification. The City will notify the Union of all pay rate increases, promotions, employee title changes and job description changes concurrent with the effective date of said job action.

Section 15.5. Residency. It shall be the employee's responsibility to keep management advised of their current address. All employees shall be permanent residents, residing within the corporate limits of the City of Jacksonville.

ARTICLE XVI - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specified in the Board, Agency or Court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the City as provided in the management rights clause, Article III.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically waives any right it might have to impact or effect bargaining for the life of this Agreement.

ARTICLE XVIII - TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effective until 11:59 p.m. on December 31, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement. If such notice is given and if negotiations for a successor agreement are not concluded by December 31, 2025, then unless the parties mutually agree otherwise, wage adjustment shall be retroactive to January 1, 2026.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 28th day of September, 2021.

CITY OF JACKSONVILLE



Mayor



City Clerk

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 399



Business Manager & President



Business Representative

Appendix B

Starting Salaries

Grade	1/1/2020	1.0225	1.0225	1.0225	1.0225	1.025	1.025
I							
General Office Clerk	\$16.42	\$16.79	\$17.17	\$17.55	\$17.99	\$18.44	
Customer Serv. Rep.I							
II							
Secretary							
Customer Service Rep. II**	\$17.09	\$17.47	\$17.87	\$18.27	\$18.73	\$19.19	
Department Secretary							
III							
Assistant Payroll Clerk	\$17.94	\$18.34	\$18.76	\$19.18	\$19.66	\$20.15	
IV							
Bookkeeper-City Clerk**	\$18.77	\$19.19	\$19.62	\$20.07	\$20.57	\$21.08	
Bookkeeper-Utilities Dept.	\$18.77	\$19.19	\$19.62	\$20.07	\$20.57	\$21.08	
Bookkeeper-Inspections	\$18.77	\$19.19	\$19.62	\$20.07	\$20.57	\$21.08	
V							
Office Manager	\$20.82	\$21.29	\$21.77	\$22.26	\$22.81	\$23.38	
VI							
Payroll Clerk	\$21.65	\$22.14	\$22.64	\$23.14	\$23.72	\$24.32	

**Stipend for Lead Customer Service Rep.-Utilities/Bookkeeper City Clerk's Office \$1000.00

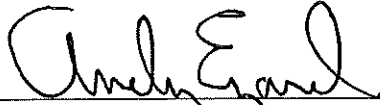
RESOLUTION 2021-R-101

**RESOLUTION APPROVING LABOR AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE, ILLINOIS,
AND INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 399 (City Hall Employees)
(Term: January 1, 2021 through December 31, 2025)**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
JACKSONVILLE, MORGAN COUNTY, ILLINOIS:**


That the Labor Agreement between the City of Jacksonville, Morgan County, Illinois, and the International Union of Operating Engineers, Local No. 399 (City Hall Employees), for the period of January 1, 2021 through December 31, 2025, a copy of said Agreement being attached hereto, is hereby approved; and that the Mayor and the City Clerk are hereby authorized and directed to execute said Agreement for and on behalf of the City of Jacksonville.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Jacksonville, Illinois, this 27th day of September, 2021.



Andy Ezard, Mayor

ATTEST:



Skip Bradshaw, City Clerk
by Angela Salzer, D.C.