

AGREEMENT

Between

CITY OF JACKSONVILLE, ILLINOIS

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 399**

(Water and Sewer Departments)

January 1, 2023 through December 31, 2026

TABLE OF CONTENTS

DURATION OF AGREEMENT	1
ARTICLE I - JURISDICTION OF THE UNION.....	2
ARTICLE II - MANAGEMENT RIGHTS	3
ARTICLE III - WAGES	3
ARTICLE IV - WORKING CONDITIONS.....	3
Work Day/Work Week	3
Overtime	4
Compensatory Time.....	4
Call-In.....	4
Hours Of Work	5
Jurisdiction & New Classification	5
Seniority/Lay-Offs/Re-calls.....	5
Employees Responsibilities	6
No contracting of bargaining unit work.....	6
Discipline/Dismissal	6
Shift Substitutions	7
Probationary Period	7
Damage to Watches & Glasses	8
Filling Vacancies	8
Shift Differentials.....	8
Certification Pay	9
Uniforms.....	9
Certain Vehicle Benefits.....	10
ARTICLE V - VACATIONS	10
ARTICLE VI - GRIEVANCE PROCEDURE	11
Step 1.....	11
Step 2.....	11
Arbitration.....	12-14
ARTICLE VII - SPECIAL EMPLOYEE'S BENEFITS.....	14
Compassionate Leave	14
Sick Leave	14
Holidays	15
Health Insurance	16
Personal Day	17
Employee's Absence Responsibility.....	17
Pension Fund Contribution	17
Longevity	18
Jury Duty.....	18

ARTICLE VIII - STRIKES AND LOCKOUTS	19
ARTICLE IX - DISCRIMINATION	19
ARTICLE X - PARTIAL SEVERANCE	19
ARTICLE XI - TERMINATION	20
EXECUTED SIGNATURE PAGE	21
APPENDIX A-(intentionally omitted)	
APPENDIX B - APPRENTICESHIP PROGRAM	22
SECTION I	22
NEW HIRES	22
STEP I	22
STEP II	22
STEP III	23
SECTION II	23
APPENDIX C - STARTING SALARIES	24
APPENDIX D - 12-HOUR ROTATING DAY-OFF SCHEDULE.....	25
OPERATING ENGINEERS WORK SCHEDULE.....	26-27
MEMORANDUM OF UNDERSTANDING -TIME OFF SELECTION PROCEDURE.....	28
MEMORANDUM OF UNDERSTANDING -GRANDFATHERED EMPLOYEES.....	29

A WORKING AGREEMENT
BETWEEN
CITY OF JACKSONVILLE, ILLINOIS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 399
(WATER AND SEWER DEPARTMENTS)

THIS AGREEMENT, dated this 30th day of August, 2023, is between the CITY OF JACKSONVILLE, ILLINOIS, WATER AND SEWER DEPARTMENTS (hereinafter referred to as the "CITY"), and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 399 (hereinafter referred to as the "UNION").

It is mutually agreed by and between the parties hereto as follows:

DURATION OF AGREEMENT

This Memorandum shall be in effect from January 1, 2023 through December 31, 2026, and shall continue in full force and effect from year to year thereafter, unless either party shall give to the other party sixty (60) days written notice, prior to the termination date of any year, of their desire to change the contents or to terminate the Agreement. If amendment is desired, the terms of the amendment must be submitted not later than thirty (30) days prior to any expiration date, or at the second bargaining session, whichever occurs later. In the event agreement is not reached on all the items in negotiation at the anniversary date, then the unsettled issues will be referred to an arbitration board as set forth in Article VI of this Agreement.

ARTICLE I - JURISDICTION OF THE UNION

A. This Agreement shall affect the employees of the City as shown on Appendix C, which is attached hereto and made a part hereof.

B. It is mutually agreed that membership in good standing in the Union shall be a condition of employment under this Agreement and that new regular (continuously employed) employees shall become members of the Union upon the thirty-first (31st) day of employment to the extent of paying regular membership dues or fair share fees. However, temporary and summer help shall not be required to join the Union until they are employed 120 calendar days past their date of hire, in which event they shall join the Union upon the 31st day after the 120 day period. It is further agreed that Union dues may be deducted from employee pay checks upon request. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability for all costs that arise out of or by reason of any action taken by the City to deduct Union dues. If any improper deduction is made, the Union shall refund directly to the employee any such amount. City further agrees that when additional employees are required, it will notify the Union so that it shall have an opportunity to supply candidates for such employment from its members; but the City may employ any person qualified in its judgment whether or not such person is a candidate furnished by Union.

C. This Agreement shall not apply to professional, sales, clerical and office employees, nor shall it apply to any other classification not listed in Appendix C.

ARTICLE II - MANAGEMENT RIGHTS

Both parties agree that the services to be performed by the employees covered by this Agreement pertain to and are essential to the health, safety and welfare of the public. Both parties agree that the sole right to determine the number of people to be employed, to hire, to train, to discipline, to suspend, to discharge, to assign work or job duties to any employees or job classifications, to promote or transfer, to subcontract, to release employees because of lack of work, to adopt new procedures, machinery and/or equipment; are all vested in and reserved by the Chief Engineer of the Utility Department on behalf of the City, subject, however, to the provisions of this Agreement. The City shall have the right to institute a random drug testing program with input from the Union.

ARTICLE III – WAGES

Wage increases added to base rate of pay shall be as follows:

01-01-23=3%, 01-01-24=2.5%, 01-01-25=2.5%, 01-01-26=2.5%

Wages shall be paid to employees working as of January 1, 2023, according to the schedule maintained by the City and the Union. Employees with less than three (3) years of service as of January 1, 2023, and those hired during the term of this contract, will be paid according to the schedule set forth as Appendix B of this contract. Pay days number twenty-six (26) per year, to be paid every other Friday. The City may establish other pay rates for temporary and summer help employed for less than 120 days.

ARTICLE IV - WORKING CONDITIONS

A. Work Day/Work Week: Eight (8) hours per work day shall constitute a day's work and forty (40) hours shall constitute a week's work. The work week shall start after regular days off.

B. Overtime: Time worked in excess of eight (8) hours service in a twenty-four (24) hour period or in excess of forty (40) hours in one week shall be considered as overtime and paid at the rate of one and one-half (1½) times the pro rata rate. Work done in excess of forty-eight (48) hours in one week shall be paid for at the rate of double time. All overtime payments shall be paid at an hourly rate determined by dividing the gross annual salary within each classification by 2,080 hours per year. Overtime shall be distributed as nearly equal as possible. If an employee demonstrates that he has not received his equitable share of overtime, he shall be offered sufficient future overtime opportunities until the imbalance is corrected.

C. Compensatory Time: In those instances where an employee and the City mutually agree to provide compensatory time off in lieu of overtime payment, compensatory hours will be awarded at the rate of time and one-half or double time as provided for. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. A maximum of sixty (60) accumulated hours may be carried over into the next year.

D. Call-In: When an employee covered by this Agreement is called in to work on an emergency or otherwise, he shall be paid at the rate of time and one-half for this work, and the call-out shall be for a minimum of two (2) hours at time and one-half. On Sundays and holidays, the minimum call-out will be three (3) hours at time and one-half. After the 3 hour minimum call in on Sundays & Holidays the rate of pay will be paid at double time. Any employee who is temporarily assigned to a higher classification shall be paid the normal wages of the higher paid employee, if the assignment is for a least one (1) full duty shift.

E. Hours Of Work: Day employees who normally work as distribution men on service trucks or in the laboratory, or as maintenance and meter readers shall have a regular eight (8) hour work day between the hours of 6:00 a.m. and 5:00 p.m. with one (1) hour off for lunch. The hours of the Custodian and the second Lab Technician at the Wastewater Treatment Plant shall be set by the Superintendent. When an operator is temporarily replaced, his relief man shall have the working schedule of the replaced operator.

It is mutually agreed by the City and the Union that this foregoing paragraph shall not apply to the Chief Engineer only.

F. Jurisdiction & New Classification: Duties of Engineers shall not interfere with the duties of other crafts and other crafts shall not interfere with, or infringe upon, the duties of Operating Engineers. Nothing in this provision shall restrict the City's creation of new job classifications in the unit or to modify or establish the job duties of any new or existing job classifications in the unit, provided that no unit work shall be transferred out of the unit. Before the City creates such new unit jobs or before it changes any existing unit jobs, the City shall confer with the Union in an attempt to reach agreement on a new wage rate, if a new wage rate is necessary because of a substantial change in job duties. If no agreement is reached, the Union has the right to grieve and arbitrate changes in the new rates set by the City.

G. Seniority/Lay-Offs/Re-calls: Regarding lay-offs and recalls, seniority is the length of service in the bargaining unit in the department. Seniority in the Water and Sewer Department shall not be integrated. When reduction of the employees becomes necessary, such reductions will be made in the reverse order of seniority. When

employees are returned to service after lay-offs, they shall be returned in order of their seniority provided they are available. After eighteen (18) months of lay-off, seniority shall terminate. It shall be the employee's responsibility to keep management advised of current address. All employees shall be permanent residents, residing within Morgan County in the City of Jacksonville. If residing in the Jacksonville Fire Protection District, the employee must purchase Fire protection coverage from City of Jacksonville. Employees covered by this Agreement will work, if qualified, as determined by management in both the Sewer and the Water Departments.

H. Employees Responsibilities: Engineers shall keep all mechanical equipment in repair, and in clean and tidy condition. Operating Engineers shall do all shift operating except in case of emergency or vacations.

I. No contracting of bargaining unit work: No extra or additional help shall be hired to perform the work if an employee covered by this Agreement is qualified and is available to perform the work. If an employee covered by this Agreement is not available to perform the extra work, the Chief Engineer may use other sources to have the work performed. Nothing herein shall restrict the City's right to establish the job duties of a classification.

J. Discipline/Dismissal: The following acts of any employee may be considered as sufficient cause of discipline or dismissal: reporting for work under the influence of, or the use of, intoxicants or narcotics while on duty; failure to carry out instructions or obey reasonable rules issued by the proper supervising authorities; failure to abide by the terms of this Agreement. Other acts that may lead to discipline or dismissal are set forth in the City's work rules. Disciplinary action against an employee will be done in a timely manner,

within 15 days of discovery of the occurrence by the City.

Employees who deliberately violate the terms and conditions of this Agreement may be subject to discipline, up to and including dismissal.

K. Shift Substitutions: Overtime will be designated by the employee's immediate supervisor or the Chief Engineer. In accordance with the Fair Labor Standards Act, an employee for his own convenience may voluntarily have another employee covered by this contract substitute for him by performing regularly scheduled work for the employee, provided the substitution does not interfere with the operation of the department and the substituting employee is qualified to perform the work. Substitutions must be approved by the department head. Requests for substitutions shall normally be submitted two duty days, or 48 hours, in advance. The hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works all or part of another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift. In accordance with the above, employees changing shifts for their own convenience or for the convenience of another employee covered by this contract will not be paid the time and one-half rate.

L. Probationary Period: A probationary period will exist for a period of six (6) months for every newly hired employee. During this probationary period, the Chief Engineer may discharge said employee and he shall have no Special Employee's Benefits as set forth under Article VII, and no recourse to the grievance or arbitration procedure.

M. Damage to Watches & Glasses. The City agrees to provide the following benefits in the event an employee damages or breaks the following items while on duty. To be eligible for payment of the benefit set forth below, the employee must notify his supervisor within twenty-four (24) hours from when the damage or breakage was sustained, and the request for benefits under this section is subject to the approval of the appropriate supervisor or department head:

Glasses and Contact Lenses

- | | |
|---|---|
| - lenses (glasses) | replacement cost up to maximum of \$85.00 |
| - contacts (provided they have been damaged by gases or chemicals in the workplace) | replacement cost up to maximum of \$85.00 |
| - frames | replacement cost up to Maximum of \$65.00 |

Watches

- | | |
|--|---|
| - watch (no more than one per calendar year) | replacement cost up to maximum of \$35.00 |
|--|---|

N. Filling Vacancies: When a vacancy occurs in a higher classification, the senior person who is qualified in the judgment of the management shall be permitted upon request to fill the vacancy. Employees filling these vacancies shall be given a sixty (60) day probation period. In the event the employee does not qualify during this period, he shall be permitted to return to his original classification. In the event the employee qualifies during the stated period, this classification shall be declared filled, and the employee cannot return to his original classification unless a vacancy exists.

O. Shift Differentials: Subject to the provisions and application of the 12 hour schedules in Appendix D, employees who are assigned to swing shifts, or whose

scheduled hours overlap swing shifts, in the Water and Sewer plants shall be eligible after the effective date of this Agreement for shift differential pay as follows: For hours worked between 3:00 p.m. and 11:00 p.m., employees will receive an additional \$.50 cents per hour. For hours worked between 11:00 p.m. and 7:00 a.m., employees will receive an additional \$.70 cents per hour. This provision shall remain in effect for the duration of this Agreement. Except for operational need, only the E-man can fill in the 11-7 or 3-11 shift at the Water Treatment Plant. Except for an emergency or operational need, only one operator will be allowed off at a time at the Water Treatment Plant. Relief Operator working for someone else must have two days off between shifts at the Water Treatment Plant.

P. Certification Pay: Employees shall be eligible for certification pay for state licenses they may hold under the following formula:

	<u>Water</u>	<u>Sewer</u>
\$200.00 per year	Class D	Class 4
\$250.00 per year	Class C	Class 3
\$750.00 per year	Class B	Class 2
\$1,000.00 per year	Class A	Class 1

Employees shall receive certification pay as stated above, effective on the date the certificate is issued to the employee. The certification pay will be added to the employee's annual salary.

Q. Uniforms: The City shall provide uniforms designated by the City for employees covered by this Agreement. Employees are expected to wear safe, clean and untattered clothing at work. Employees covered by this Agreement shall be required to

wear designated uniforms and/or work clothes consisting of a matching shirt and pants or trousers, as approved by the Department Head. Employees must also wear a logo patch or emblem on their work uniform, to be supplied by the City, which identifies them as employees of the City. Uniforms shall not be used for personal use. The cost of replacing uniforms that are damaged due to the employee's negligence or not turned in upon termination of employment will be charged to the employee via payroll deduction.

R. Certain Vehicle Benefits: During the term of this Agreement, the City will provide vehicles for use by the Service Representative, Assistant Service Representative and Meter Readers.

ARTICLE V - VACATIONS

Vacation is based upon total years of service with the City. Vacation entitlement is calculated on January 1st for that vacation year. If the employee is entitled to additional vacation on their anniversary date in that vacation year the employee will receive it January 1st of that vacation year. Vacation requests should include the employee's regularly scheduled days off prior to and/or immediately following the vacation days requested. All employees are entitled to vacations, as follows:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Calendar Year (8-Hour days)</u>
1st year of service	5 days
2nd year of service	10 days
5th year of service	15 days
10th year of service	20 days

All days of vacation must be approved in advance by the Chief Engineer. Vacation days may be taken individually Monday through Friday, excluding holidays, on day shift. Vacation days on other shifts than day shift shall be taken in blocks of five (5) days. For

special circumstances or emergencies, individual vacation day requests for other than Monday through Friday day shift will be considered on a request by request basis. Approval of such requests will be based on operational needs being met with proper coverage as determined by management. Vacation will be credited and paid to those employees or their estates at the time of termination of service with the City.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1. 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 6.2. 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 6.3. 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 6.3 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 6.4. 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 VII - SPECIAL EMPLOYEE'S BENEFITS

A. Compassionate Leave: Necessary leave of absence, not to exceed three (3) scheduled working days with pay, will be allowed to an employee in the event of death in his immediate family -- namely, father, mother, grandfather, grandmother, grandchild, wife, husband, son, daughter, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-parent or step-child.

B. Sick Leave: The parties agree that the Sick Leave Plan and the Illinois Municipal Retirement Fund Plan entitled "Your Retirement Fund" shall remain in effect for the duration of this Agreement; however, amendments to the Sick Leave Plan may be made at any time by mutual agreement between the parties.

It is mutually understood and agreed by and between the parties hereto that the City presently has, and shall maintain, Worker's Compensation Insurance and in the event of a

claim against said insurance coverage, the City shall pay the regular wages of the injured employee to the date of receipt of the first Worker's Compensation payment made to the employee, at which said time all wages from the City shall terminate and the same shall be resumed as of the date the employee returns to work for the City, provided, however, the employee shall reimburse the City for any payments made to the employee and during which time the employee also received Workmen's Compensation.

Regular (continuously employed) employees with one year's service with the City shall receive sick leave for illness or non-work-related injury payable at one hundred (100) percent of the regular rate of pay under the following conditions:

Sick leave allowance shall accumulate at the rate of five (5) days sick leave, for the first six (6) months employment, and in turn accrue fifteen (15) days sick leave for one (1) year's employment, with a maximum of sixty (60) days sick leave for four (4) years employment.

This allowance shall be added to any sick leave balance accumulated for each individual, provided that such new accumulation total shall not exceed sixty (60) days. After sixty (60) days, employees shall be placed on disability leave, under the current rules of the Illinois Municipal Retirement Fund.

Written affidavit by the attending physician will be required after three (3) days sick leave or where abuse of sick leave is suspected.

C. Holidays: There shall be thirteen (13) holidays. Those holidays shall be as follows: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day,

Thanksgiving Day, Friday after Thanksgiving, Christmas. On holidays the employees covered by this Agreement who work will receive time and one-half for all work plus holiday pay and those who do not work will receive straight time. Holiday pay shall be paid to the employee on the next following pay check. Holiday pay shall be lost if an employee fails to work on a holiday which falls within the employee's normally scheduled work week, if not excused. Holiday pay shall also be lost for failure to work the regularly scheduled day before or the regularly scheduled day after the holiday, unless excused. Whenever the CITY offices are closed by the declaration of the appropriate City officials, all employees covered by this Agreement shall receive equal time off with pay. Should an emergency closure occur due to facility issue, it will only apply to facility.

D. 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.

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.

Terms of Policies to Govern: The extent of coverage under the insurance policies referred to in the Article shall be governed by the terms and conditions set forth in such policies referred to in this Article shall be governed by the terms and conditions set forth in such 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.

E. Personal Day: Each employee covered by this Agreement shall have two (2) days off per year for personal business, but he shall give (5) days notice of the taking of said days to the Chief Engineer. The dates to be taken off shall be subject to the prior approval of said Chief Engineer.

The employer will continue to make a good faith effort to grant emergency requests for the use of vacation or personal days.

F. Employee's Absence Responsibility: Any employee covered by this Agreement who is unable to report for work will notify the Department Head of the reason for the absence as soon as possible, but at least two hours prior to the start of his or her shift.

G. Pension Fund Contribution: The City shall remit to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for each hour worked by the employees covered by this Agreement the following:

<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>	<u>1/1/26</u>
\$1.20	\$1.20	\$1.20	\$1.20

Paid time off shall constitute time worked for the purpose of this section. The Employer agrees to be bound by the provisions of the Central Pension Fund Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

H. Longevity Pay: All longevity steps will be calculated on the employee's anniversary date. Longevity earned after the employee's anniversary date shall be prorated and paid upon separation from service, unless the employee is terminated. The longevity amounts will be prorated for part-time employees. Payment shall be made during the pay period following the date the employee is eligible to receive longevity pay.

5 years through 9 years	\$ 600.00
10 years through 14 years	\$ 850.00
15 years through 19 years	\$1100.00
20 years through 24 years	\$1350.00
25 years through 27 years	\$1600.00
28 years or more	\$1750.00

I. 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.

ARTICLE VIII - STRIKES AND LOCKOUTS

There shall be no strikes, slowdowns, sit-downs, or stoppages of work by the Union or its members, or lockouts by the City for the duration of this Agreement, any extension thereof, or during negotiations for a new contract.

Any employee who participates in a strike, slowdown, sit-down, or stoppage of work may be discharged; and only the question of whether he did in fact participate in, or promote, such action shall be subject to the grievance and arbitration procedure.

Accordingly, it is understood and agreed that in the event of violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other relief as it may be entitled to or make available to itself, that there be no right of removal.

ARTICLE IX - DISCRIMINATION

Neither the City nor the Union shall discriminate on the basis of race, color, sex, religion, age, national origin, 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 X - PARTIAL SEVERANCE

Both parties agree that they have had the unlimited right to discuss all matters subject to collective bargaining and that no new subject matter may be presented for discussion or negotiation during the life of this Agreement.

If any part of this Agreement is rendered invalid by reason of any existing or

subsequently enacted legislation, valid State or Government regulations or order, or by final decree of a Court of competent jurisdiction, invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; and all such portions shall remain in force and effect.

This Agreement is complete in itself, and may be added to or amended only on those issues or matters included therein and by instrument in writing, duly executed by the parties hereto.

ARTICLE XI - 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 effect until 11:59 p.m. on December 31, 2026. 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, 2026, then unless the parties mutually agree otherwise, wage adjustments shall be retroactive to January 1, 2027 & back pay to be issued on separate payroll check upon ratification of CBA on the following pay period.

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.

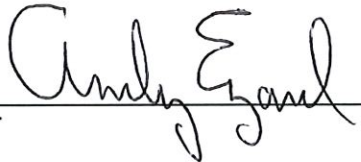
Executed this 30 day of August, 2023

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 399


Business Manager and President


Business Representative

CITY OF JACKSONVILLE
ILLINOIS, a municipal
corporation


Mayor


City Clerk

APPENDIX B - APPRENTICESHIP PROGRAM

Apprenticeship Program for new employees hired as Operators, Maintenance and Lab technician positions for the Water Plant and Wastewater Treatment Plant for the City of Jacksonville.

SECTION I

NEW HIRES:

New employees assigned to the wastewater treatment plant or the water treatment plant of the City of Jacksonville will enter into a three year Apprentice Program. Upon successful completion of the program, these employees will qualify to receive full Operator's pay.

In order to qualify for full Operator's pay, new employees hired as Operators will be required to obtain their Class D and Class C water operator certifications or Class 4 and 3 wastewater certifications, whichever is applicable, by no later than the third anniversary of their employment.

Because Operator's certification may not be directly applicable for the maintenance and lab tech positions, the Department may establish other standards and requirements in order for those employees to move through the Steps in this schedule. As a minimum, however, all employees working in the two plants will be required to obtain the first two applicable levels of certification in order to move through the schedule. On distribution side, 100% operator pay after completion of 3 year apprenticeship and obtaining class D license classification.

STEP I - The starting salary for new employees in the Apprentice Program will be 85% of the Operator's base salary which is in effect when the new employee is hired. During the first year of employment, individuals must successfully complete their six-month probationary period and begin their study of the course work necessary to obtain the first level of certification, in order to move to Step II of the Apprentice salary schedule.

STEP II - After one year of employment (first anniversary date), the Apprentice salary will be 90% of the Operator's base salary in effect on that date. During the second and third year of employment, the individual must receive the first two levels of certification in order to move to Step III of the Apprentice salary schedule.

STEP III - After three years of employment (third anniversary date), and, after having received the first two levels of certification, the Apprentice salary schedule will be complete, and the employee shall receive 100% of the Operator's base salary in effect on that date.

All new hires must achieve Class 4 & 3 Wastewater Certifications or Class D & C Water Operator Certifications within 3 years of employment, subject to termination if said certifications not obtained. Employees hired/transferred to Water or Wastewater plant after June 11, 2019, must achieve Class 4 & 3 Wastewater Certifications or Class D & C Water Operator Certifications within 3 years of employment/transfer date, subject to termination if said certifications not obtained.

SECTION II

A new employee who already has obtained the first level of certification, as well as a minimum of three years of experience working in a water treatment or wastewater treatment facility, will be placed in Step II of the Apprentice program, and must obtain the second certification within two years in order to move to the Operator's base pay in effect at that time.

A new employee who already has obtained the second level of certification, as well as a minimum of five years experience, will be paid 90% of the Operator's base salary during his probationary period, and upon successful completion of probation, will receive 100% of the Operator's base salary in effect at that time.

All step increases as set forth (i.e. 85%, 90%, 100% of Operator's pay) go into effect on employment anniversary dates. Apprentices will receive annual wage increase as provided for in this Agreement. The City, at its discretion, may extend the Steps of this schedule if an employee demonstrates that the required courses were not available on a timely basis.

The City will reimburse employees for tuition and fees for the required courses upon receipt of a transcript or record indicating the employee passed the course.

The City may also provide a library of study materials for these courses.

APPENDIX C - STARTING SALARIES

WATER AND SEWER DEPARTMENTS

PAY GRADE	2023-3%	2024-2.5%	2025-2.5%	2026-2.5%
1	\$25,781.06	\$26,425.58	\$27,086.22	\$27,763.38
2	\$38,984.35	\$39,958.96	\$40,957.93	\$41,981.88
3	\$45,864.70	\$47,011.31	\$48,186.60	\$49,391.26
4	\$48,158.14	\$49,362.10	\$50,596.15	\$51,861.05
5	\$50,751.65	\$52,020.45	\$53,320.96	\$54,653.98
6	\$52,745.04	\$54,063.67	\$55,415.26	\$56,800.64

PAY GRADES

1 - Janitor (Part-Time)

2 - Janitor (Full-Time)

3 - Assistant Service Representative

4 - Meter Reader

5 - Operating Engineer
Maintenance Person
Lab Technician

6 - Lead Utility Person
Service Representative

NOTE: SENIOR LEAD UTILITY and SENIOR LEAD ENGINEER will be paid an additional amount per year as follows:

	2023-2026
Senior Lead Utility	\$1,100
Senior Lead Engineer	\$1,300

APPENDIX D - 12-HOUR ROTATING DAY-OFF SCHEDULE

Section 1. The Schedule. The schedule shall be defined as a continuous twelve (12) hour period beginning at either 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. on the following days of rotation:

On duty Monday and Tuesday, off duty Wednesday and Thursday, on duty Friday Saturday, and Sunday, off duty Monday and Tuesday, on duty Wednesday and Thursday, off duty Friday, Saturday and Sunday. Then the pattern repeats itself.

Section 2. Rotation. The schedule shall rotate between nights and days every two weeks or otherwise agreed upon between the operators and management.

Section 3. Call-in Procedure. The following shall be used as the procedure to provide necessary coverage for an unexpected vacancy or additional manpower.

- (A) **Relief Operator.** The Relief Operator would be the first called, if available.
- (B) **Operator w/Least Days Off.** The operator who is off with the least number of days is called first not to interrupt the operator with the weekend off.
- (C) **Operator w/Most Days Off.** The operator who is off with the most number of days is called in.
- (D) **Split the Shift.** In the event that no one is available, the shift shall be split between the off-going operator and the on-coming operator. Off-going operator cannot leave until on-coming operator shows up.

Section 4. Implementation. This schedule has undergone a trial period and evaluation and has been approved by the affected operators and the Employer. The Employer will not arbitrarily change the work schedules.

The parties agree that this Appendix is part of the existing Agreement between the City of Jacksonville and the International Union of Operating Engineers Local #399.

In the event that either party desires termination of the 12-hour shift schedule, the parties will meet and discuss the issues. The Employer (City) reserves the right to set work schedules.

This schedule is implemented for the first time for the operators at the water treatment plant with the execution of this Collective Bargaining Agreement, and is subject to a twelve (12) month evaluation trial period.

OPERATING ENGINEERS WORK SCHEDULE

Section 1. Work Day and Work Period. The normal workday is 12 hours and the normal work period is a two-week period consisting of eighty (80) hours base pay. The rotating day-off schedule is attached in Appendix D.

Section 2. Overtime. Hours worked above the normal workday or work period shall be paid at time and one-half the hourly rate. Work performed in excess of ninety-two (92) hours in one work period shall be paid at double time the hourly rate. The overtime hourly rate shall be established by dividing the annual salary by 2080 hours.

Section 3.

(A) Vacations. All vacation time shall be converted to hours. One week of vacation equals forty (40) hours. Usage would be by hours.

(B) Personal Time. Sixteen (16) hours of personal time. Usage would be by hours. Five (5) days notice shall be given unless arrangements can be made with the supervisor.

(C) Sick Time. All sick time shall be converted to hours. One (1) day equals eight (8) hours. Usage would be by hours.

Written affidavit by attending physician will be required after three (3) days sick leave or where abuse is suspected.

(D) Funeral Leave. Not to exceed three (3) scheduled working days for the immediate family as defined in the Labor Agreement.

Section 4. Time off.

Vacation Time: Two operators may not take vacation time concurrently or consecutively. The Relief Operator must be given days off between vacation shifts. Vacation requests on the night shifts may be in blocks of two (2) or three (3) days.

Comp Time: Comp time may only be taken Monday - Friday weekdays to allow schedule adjustments of the Relief Operator to avoid overtime. Five (5) days notice must be given to allow adjustment of the Relief Operator. May not be taken when another operator is off on a benefit day.

Personal Time: May be taken Monday - Friday weekdays to allow schedule adjustments of the Relief Operator to avoid overtime. Five (5) days notice must be given to allow adjustment of the Relief Operator. May not be taken when another operator is off on a benefit day.

Holidays: All operators receive eight (8) hours Holiday Pay. Operators working on a holiday shall receive pay at one and one-half (1 1/2x) for all hours worked in addition to the eight (8) hours of holiday pay.

Section 5. Shift Differential. Night shift receives sixty cents (\$.60) per hour for all hours worked. Day shift receives no shift differential.

Section 6. Relief Operator.

(A) Workday and Work Period. The normal workday is scheduled for eight (8) hours per day except when covering a 12-hour shift. The normal work period is a two-week period consisting of eighty (80) hours base pay.

(B) Overtime. Hours worked above the normal work day of eight (8) or twelve (12) as assigned or work period of eighty (80) hours shall be paid one and one-half the regular rate of pay. Work performed in excess of forty-eight (48) hours in one week or ninety-six (96) hours in a work period shall be paid double time the regular rate of pay. If the Relief Operator is covering a 12-hour shift schedule for an entire work period, double time will be paid for all hours worked in excess of ninety-two (92) hours.

(C) Schedule Adjustments. The Relief Operator will be regularly scheduled for one eight (8) hour work day as an operator each calendar week Monday - Friday. Management shall determine the day. The Relief Operator's schedule will be routinely scheduled for eight (8) hours per workday Monday - Friday. This schedule will be adjusted to provide coverage for the 12-hour shifts as necessary, and whenever possible all extra hours worked will be given as time off within the same work period. If not, it will be paid as overtime or comp time as requested by the Relief Operator.

Memorandum of Understanding

Vacation time selection procedure:

From Jan 1st until noon on the last Friday of February, all time off requests whether it is vacation, personal or comp time is on a seniority basis. If you requested time off and it was approved you can be bumped by an operator with more seniority until Noon the last Friday of February.

After this time frame for operators it is first come first requested time off, but with one exception, if you request time off whether it is vacation, personal time or comp time and it is approved that time off is yours. If two (2) or more operators turn in time off request forms the same day for the same time off seniority does not apply, but it will depend on what type is requested for approval. (If both are requesting same type of time off it will be on first come first serve basis) Time off selection order shall apply for employees requesting time off after February close date:

1. Vacation Time
2. Personal Time
3. Comp Time

After the last Friday in February the deadline for all requests for time off approval must be on the assistant superintendent's desk by 2:00 p.m. daily.

**MEMORANDUM OF UNDERSTANDING
(#399 IUOE Water & Sewer Departments)**

The Parties stipulate and agree that the provisions of Appendix B of the CBA signed June 11, 2019 requiring current operators at both plants achieve certifications at C & D or 3 & 4 respectively no later than 24 months from the date of execution of the CBA or be subject to dismissal will not be enforced against Kyle W. Esslinger, current operator at the water treatment plant and Shawn M. Hayes, current operator at the waste water plant, during the term of the current CBA.

Effective May 1, 2022, the salaries of Kyle W. Esslinger and Shawn M. Hayes shall be reduced to 85%. Should Kyle W. Esslinger or Shawn M. Hayes achieve the D or 4 certifications during the pendency of this MOU, then the salary of that individual shall be increased to 90%. Achievement of both levels of certification will result in the employee receiving 100% of salary.

The current apprenticeship program will continue to be followed for any one hired as an operator or transferring into operator position after June 2019, regarding certification C & D or 3 & 4, respectively, or be subject to dismissal during the three-year apprenticeship program.

This MOU shall remain in effect during the term of the current CBA.

For the City:



Date: Oct. 23, 2023

For the Union:



Date: 11/02/2023