

---

---

**A WORKING AGREEMENT**

**BETWEEN**

**CITY OF JACKSONVILLE, ILLINOIS  
STREET DEPARTMENT, SEWER DISTRIBUTION,  
JANITORS, PARK EMPLOYEES, CEMETERY EMPLOYEES,  
GOLF COURSE MECHANICS, AND MAINTENANCE PEOPLE  
AT CITY HALL**

**AND**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

**AND**

**THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT  
COUNCIL**

**AND**

**LABORERS' LOCAL NO. 477**

---

---

THIS AGREEMENT, with an effective date of the First (1<sup>st</sup>) day of January, 2021 between the CITY OF JACKSONVILLE STREET DEPARTMENT, SEWER DISTRIBUTION, JANITORS, PARK EMPLOYEES, CEMETERY EMPLOYEES, GOLF COURSE MECHANICS AND MAINTENANCE PEOPLE AT CITY HALL (herein referred to as the "CITY"), and LOCAL UNION #477 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL (herein referred to as the "UNION").

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

**TABLE OF CONTENTS**

**DURATION OF AGREEMENT.....3**

**ARTICLE 1 - JURISDICTION OF THE UNION.....3**

**ARTICLE 2 - MANAGEMENT RIGHTS.....4**

**ARTICLE 3 – WAGES.....4**

**ARTICLE 4 - WORKING CONDITIONS.....4**

**ARTICLE 5 – VACATIONS.....11**

**ARTICLE 6 - GRIEVANCE PROCEDURE.....11**

**ARTICLE 7 - SPECIAL EMPLOYEES' BENEFITS.....13**

**ARTICLE 8 - STRIKES AND LOCKOUTS.....14**

**ARTICLE 9 – DISCRIMINATION.....15**

**ARTICLE 10 - PARTIAL SEVERANCE.....15**

**CITY OF JACKSONVILLE'S RULES OF PERSONAL CONDUCT.....17-18**

**APPENDIX II – STARTING SALARIES.....19**

## **DURATION OF AGREEMENT**

This Agreement shall be in effect from January 1st, 2021 through December 31st, 2025, and shall continue in full force and effect from year to year thereafter, unless either party shall give to the other party ninety (90) 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 amendment must be submitted not later than thirty (30) days prior to any expiration date or at the second bargaining session, whichever occurs later, provided that any wage adjustment agreed to will be retroactive to January 1st, 2026 if negotiations are not concluded prior to that time.

## **ARTICLE 1- JURISDICTION OF THE UNION**

It shall be a condition of employment that all regular (continuously employed) employees covered by this Agreement who are or become members of the UNION shall remain members of the UNION or, if an employee chooses not to be a member of the UNION, then that employee shall contribute his fair share for representation no later than their thirty-first (31<sup>st</sup>) day of employment. However, temporary, non-regular and summer help, hired after January 1st, 2009 will be required to join the UNION or pay their Fair Share for representation no later than the thirty-first (31<sup>st</sup>) day after completing nine hundred ninety nine (999) hours of employment with the CITY.

**Working Dues-**Upon receipt of any employee's written authorization which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from each employee's wage 1% of gross wages for each hour worked for Union working dues. The Employer shall remit the amount so deducted monthly together with a list showing the names of the employees from whose pay deductions were made and the amount deducted. Such written authorizations may be revoked on a revocable date by the employee giving written notice to the Employer and the Union on a revocable date delivered within the thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the collective bargaining agreement whichever occurs sooner. Monies deducted shall be subject to withholding

taxes. The monies shall be remitted by the fifteenth (15<sup>th</sup>) day of the following month for which the deductions were withheld.

The CITY further agrees that for vacancies in the Sewer and Street departments the UNION shall be granted the opportunity to provide applicants to fill those positions with certified and/or qualified personnel. The final decision in hiring shall be made by the CITY, whether or not such applicant was a candidate furnished by the UNION.

Cemetery, Custodial, and Parks and Lakes employees shall be exempt from this clause.

**B.** This Agreement shall not apply to supervisory, professional, sales, clerical and office employees or to any other classifications not listed in Appendix I.

This contract shall affect the employees of the CITY as shown in Appendix I, which is attached hereto and made a part hereof. Appendix II is also attached hereto and made a part hereof.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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 employee or job classification, to promote or transfer, to release employees because of lack of work, are all vested in and reserved by the CITY, subject, however, to the provisions of this Agreement. The CITY shall have the right to institute a Random Drug Test Program with the input of the UNION.

## **ARTICLE 3 – WAGES**

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

January 1 <sup>st</sup> , 2021.....	2.25%
January 1 <sup>st</sup> , 2022.....	2.25%
January 1 <sup>st</sup> , 2023.....	2.5%
January 1 <sup>st</sup> , 2024.....	2.5%
January 1 <sup>st</sup> , 2025.....	2.75%

Upon acceptance of this contract, wage rates shall be paid retroactive to January 1<sup>st</sup>, 2021.

Wages will be paid in accordance with the rate of pay as set forth in Appendix I, which is attached hereto and made a part hereof; the 2.0% annual raise has already been included in Appendix I as of the date shown. All overtime work performed prior to one (1) week before pay day shall be paid on the next pay period. Employees who are temporary, non-regular and summer help hired shall be paid in accordance with Federal Minimum Wage Law. If the employee is rehired in a second calendar year as a temporary summer employee, the CITY reserves the right to set the hourly rate based on experience and evaluation.

#### **ARTICLE 4 - WORKING CONDITIONS**

A. Eight (8) hours per work day from Monday to Friday inclusive, shall constitute a regular day's work in all cases, and forty (40) hours shall constitute a week's work. The work week shall start after regular days off. Janitors' hours shall be negotiated as need be to suit the purpose of cleaning of the buildings.

B. Regular CITY employees shall have a regular work day from 7:30 am to 4:30 pm. Sewer Department employees' hours shall be from 7:30 am to 4:30 pm. The parties may by agreement with the appropriate department head establish other working schedules as necessary.

All employees shall have one (1) hour off for lunch beginning at 12:00 Noon, except as otherwise mutually agreed by both parties.

Any hours worked other than the above specified time shall constitute overtime unless otherwise agreed to. This provision shall not be construed as a guarantee of hours per day or per week to any employee.

C. CITY employees' time worked in excess of eight (8) hours in a twenty-four (24) hour period shall be considered as overtime and paid at the rate of one and one-half (1 1/2) times the pro rata, with the exceptions as set forth hereto under sub-paragraph (H) of this Article. This does not include Street Sweepers. All work done on holidays and Sundays will be paid for at double time. All accumulated time in excess of forty (40) hours shall be paid at an hourly overtime rate determined by dividing the gross annual salary within each classification by 2,080 hours per year. Overtime shall be distributed as equally as possible, ability being equal. In no case shall an employee receive more than

double time and one-half for time worked. 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. All custodial / janitorial employees required to work night time hours (5:00pm until 6:00am, or whatever constitutes a normal nighttime shift) shall receive a shift differential pay of ninety cents (.90) an hour added to their wage.

D. In the event a holiday falls on Sunday, it will be observed on the following Monday. In the event the holiday falls on Saturday, it will be observed on Friday before unless declared to be observed on another day for all other CITY employees.

E. Where an employee covered by this Agreement is called in to work in an emergency or otherwise, he shall be paid at the rate of time and one-half for his work and the call-out shall be for a minimum of two (2) hrs at time.

F. Any employee who is temporarily assigned to a higher classification by the CITY shall be paid the normal wages of the higher-paid employee.

G. When an employee is temporarily replaced, the relief employee shall have the working schedule of the replaced person.

H. All Park employees covered by this Agreement shall receive full-time employment of forty (40) hours per week. In addition, in keeping with past practice, there will be "call in" each Saturday morning from April 1<sup>st</sup>-October 31<sup>st</sup>, with said call in paid at the rate of time and one-half. Call in on Saturday mornings as required from the bargaining unit will first be on a voluntary basis, then by seniority when necessary, starting with the lowest to highest on a rotational basis.

I. All employees covered by this Agreement shall receive eighty-five cents (\$0.85) per hour to be paid into the Central Laborers Pension Plan. This provision shall not apply to temporary, non-regular and summer help until they have worked nine hundred ninety nine (999) hours. In the event a temporary, non-regular or summer employee works beyond nine hundred ninety nine (999) hours, contributions will be made retroactive to the first day of employment. Moreover, in no event shall the CITY be required to make contributions on any overtime hours for any employees unless and until the employee works in excess of two thousand and eighty (2080)

hours in the calendar year. The CITY shall make this Agreement effective with the first pay period following the effective date of this Agreement.

J. Duties of employees in each department shall not interfere with the duties of other crafts and other crafts shall not interfere with or infringe upon the duties of Laborers. Nothing in this provision shall restrict the CITY'S right to create new job classifications or to modify or establish the job duties of any new or existing job classification.

K. All employees shall be entitled to the necessary time off with pay, not to exceed two (2) hours, for the purpose of voting at all City, County, State, and National elections, provided they are registered voters, eligible to, and do vote in the particular election.

L. Seniority shall be based upon length of time within the bargaining unit and not employment by the City. An employee's seniority shall be terminated for the following reasons:

1. Discharge for cause or voluntary absence from service, not satisfactorily explained.
2. Laid off for lack of work, and not re-employed within one (1) year.
3. Remaining away on leave of absence beyond the leave granted.
4. Accepting employment without sanction of the CITY while on leave of absence.
5. Failure to apply for work within the statutory limit after completion of Military Service.
6. Resigning or quitting.

An employee entering Military Service or conscripted for defense work shall accumulate seniority during his absence, provided that he returns with a certificate of satisfactory completion of his service, re-applies for work within the statutory limit of ninety (90) days after such completion, and is physically fit to be restored to his position. If disabled or incapacitated in any way, the returning employee's case will be considered individually at that time.

An employee injured while on duty shall be entitled upon recovery to former position with accumulated seniority, provided he is physically qualified to return to work.

All time off duty due to sickness or injury not covered above, in excess of one (1) year, for each period of such sickness or injury, shall be deducted in computing seniority time, or

years of service with the CITY.

The CITY will meet with UNION prior to any lay-offs to discuss operational needs and logistics of lay-off with input of the UNION.

Employees laid off because of lack of work, or for similar reason beyond their control, and re-employed within one (1) year, shall have their seniority restored as of the date they were laid off.

An employee shall lose classification seniority when demoted from any classification for cause.

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

M. Employees shall keep all mechanical equipment in repair and in clean and tidy condition.

N. No employees shall be discriminated against because of membership in the Laborers' International Union of North America. No extra or additional help shall be hired to perform the work of an employee covered by this contract if another employee covered by the agreement is qualified and available to perform the work. If an employee covered by this contract is not available to perform the extra work, the superintendents may use other sources to have the work performed. Nothing herein shall restrict the CITY'S right to establish the job duties of any classification.

O. The following issues, among others, will be considered as grounds for dismissal; this list is illustrative, and includes the "Rules of Personal Conduct", a copy of which is attached to this contract:

1. Failure to carry out instructions or obey rules issued by properly supervising authorities.
2. Failure to abide by the terms of this Agreement.
3. Misconduct, dishonesty, failure to perform assigned work.

P. The UNION agrees to discipline such of its members who may violate the terms of this



Agreement and to support the superintendents in their discipline of any member who violates the terms of this Agreement.

**Q.** Overtime will be designated by the employees' immediate supervisor or the superintendents of departments. 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. The change of shifts must be approved by the department head.

**R.** The CITY shall make every effort to post notice or otherwise inform employees covered by this Agreement of any vacancy that might arise in a position covered by this Agreement. When a vacancy occurs in a classification on a similar level with the employee's position, the senior person who is qualified in the judgment of 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 bid back to his original classification unless a vacancy exists. If no employee is qualified in the judgment of management to fill the vacancy, the UNION shall be given the opportunity to provide applicants to fill the position with certified and/or qualified personnel. The final decision in hiring shall be made by the CITY.

Cemetery, Custodial and Parks and Lakes employees are exempt from this clause.

**S.** In the event of an emergency such as snow removal, it is understood that the CITY employee shall have the right to designate which shift they would prefer to work, over outside help that might be brought in. This schedule is to be worked out with the superintendent and, if there is overtime involved, it shall be distributed as equally as possible, to be determined by the superintendent, or in his absence, by the assistant superintendent.

**T.** The CITY shall provide uniforms for employees covered by this Agreement. Such uniforms shall be worn at work and bear the CITY logo. The types and styles of uniforms shall be as agreed upon with the supervisors of the department and as made available from the selected uniform service. Employees are expected to wear safe, clean and un-tattered clothing at

work. The cost of replacing uniforms that are damaged due to the employee's negligence will be charged to the employee via payroll deduction. Upon presenting a receipt to their Supervisor, a boot allowance of up to \$200.00 per calendar year shall be paid by the City to the employee. During the term of this contract there will be five (5) boot allowances authorized. New hires shall receive the applicable allowances upon hiring.

U. Safety training shall be administered and paid for in entirety by the CITY whenever necessary.

V. Effective with this contract, a Longevity schedule is created for the Bargaining unit covered by this agreement, to be paid as follows:

- After five (5) years of employment, thru year nine (9) of employment, the employee will receive \$600.00 as a longevity payment.
- 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 through year twenty-four (24) of employment.
- After twenty-five (25) years of employment, the longevity payment will be increased to \$1,600.00.

Payment shall be made during the pay period following the date the employee is eligible to receive Longevity Pay. This shall include employees on compensation leave.

All longevity steps shall be calculated on the employee's anniversary of hire date. Longevity earned after the employee's anniversary of hire date shall be prorated and paid upon separation from service, unless the employee is terminated. Annual longevity amounts are based on the length of total CITY service.

W. New employees assigned to the Sewer Collection Department will enter into a three-year apprentice program. After successful completion of the apprentice program, the employee will receive full utility man pay.

**STEP 1:** The starting pay for new employees in the apprentice program will be 75% of the utility man'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 complete twelve (12) months as a utility man in the sewer collection department.

**STEP 2:** After one year of employment (first anniversary date), the apprentice salary will be 80% of the utility man's base salary in effect on that date. During the second year of employment, the individual must receive his Vactor Operating Certificate. He must complete this qualification to move to Step 3.

**STEP 3:** After two years of employment (second anniversary date) and after having received the Vactor Operation Certificate, the apprentice salary will be 90% of the utility man's base salary in effect on that date. To complete the third year, the apprentice must complete the Operation of Wastewater Collection Systems, Vol. 1. The employee must complete this program to move to Step 4.

**STEP 4:** After three years (third anniversary date) and after completing all required courses the apprentice salary will be 100% of the utility man's base salary in effect on that date. After completion of three years, apprentice must have working knowledge of the Sewer Collection system, operation of the Vactor truck and be able to perform all the duties of the utility man.

**X.** A probationary period will exist for the first nine hundred ninety-nine (999) hours worked by a newly-hired employee. During this probationary period, the Superintendents may discharge said employee without cause and he shall have no special employees benefits as set forth under Article 7, and no recourse to the grievance or arbitration procedure.

#### **ARTICLE 5 – VACATION**

All employees are entitled to vacations as follows:

After completed service of 1 year.....	1 week vacation
After completed service of 2-5 years .....	2 weeks vacation
After completed service of 6-9 years.....	3 weeks vacation
After completed service of 10 years or more.....	4 weeks vacation

All days of vacation must be taken continuously unless approved in advance by the superintendents of departments. All vacations must be taken in the year following the year earned, and prior to the anniversary date of employment. Vacation will be credited and paid to those employees or their estates at the time of termination of service with the CITY, unless the employee was terminated for just cause. Where a holiday falls during an employee's vacation, an additional day will be granted.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

A. In the event any employee or the UNION has a difference of opinion with the CITY

during the term of this Agreement as to the interpretation or application of this Agreement or the CITY's work rules, then such difference shall be settled in the following manner:

**STEP 1:** Within five (5) working days of the occurrence, the aggrieved employee or employees, who may be accompanied by representatives of the UNION, shall first present the matter in dispute to the Superintendent of the appropriate department of the City of Jacksonville. In the event the dispute is not settled within three (3) working days after it is first presented, then Step 2 shall be followed.

**STEP 2:** The matter in dispute shall then be presented in writing to the Mayor of the CITY of Jacksonville. The matter shall then be either settled or taken to Step 3.

**STEP 3:** If the representatives of the CITY and of the UNION are unable to reach an agreement on any disputed matters within fifteen (15) days, then such disputed matters shall be referred to a Board of Arbitration. In the event any of the foregoing time limits are not observed, the grievance shall be assumed to have been settled and the right to invoke Step 4 of Arbitration shall be deemed to have been waived.

**STEP 4:** If arbitration becomes necessary, such Arbitration Board shall consist of two (2) members selected by the Employer and two (2) members selected by the UNION.

These four (4) arbitrators so selected shall name a fifth who shall be a disinterested party from outside the department and the trade. Pending Arbitration, work shall proceed under this Agreement. The decision of the Arbitration Board shall be final and binding on both parties. It is agreed that any arbitrator appointed under this clause will meet for the purpose of completing organization and beginning arbitration hearing within one (1) month of his appointment.

The first duty of the Arbitration Board will be to get agreement in writing of a submission, i.e., a statement as to what is to be arbitrated. Thereafter, the Board shall hear both sides present their case. Attendance at such hearing shall be limited to those presenting their cases and witnesses who are to testify. Members of the Board may not testify, i.e., only hear evidence.

The Arbitration Board shall have jurisdiction and the authority to interpret and apply the provisions of this Agreement. They have no authority to change, amend, add to, subtract from, or otherwise alter any part of this Agreement; nor may they consider any matter which is stated not to be subject to arbitration or any matter not covered by this Agreement. This Agreement shall be interpreted only according to its written provisions without regard to the history of negotiation, past practices, and written matters which are not supplements to this Agreement

duly signed by both parties.

The burden of proof shall be upon the party taking the matter to arbitration to clearly establish the propriety and correctness of its position. The Board shall not include with their decisions, interpretations, or explanations of said decisions, nor advise to either party.

The two parties shall share equally the expenses of the fifth member and of any witnesses summoned by the Board. Each party shall pay the expenses of its own witnesses, panel members, and counsel.

## **ARTICLE 7 - SPECIAL EMPLOYEES BENEFITS**

A. 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 family, namely, father, mother, father-in-law, mother-in-law, wife, husband, son, daughter, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

B. 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, Workers' 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 the receipt of the first Workers' 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.

Regular (continuously employed) employees with one (1) year's service with the CITY shall receive sick leave for illness or non-work related injury payable at one hundred percent (100%) 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 of 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) or more years

employment. It is understood that maximum sick leave accrual for any employee covered by this contract shall be sixty (60) days.

After thirty (30) 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 two (2) days sick leave.

D. There shall be thirteen (13) holidays. Those holidays shall be as follows:

New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving & Christmas Day.

On holidays, the employees covered by this agreement (including Cemetery and Golf Course Laborers) who work will receive double time pay. Holiday pay shall be lost if an employee fails to work on a holiday which falls within the employees normally scheduled work week, if not excused. Holiday pay shall be lost if the employee fails to work the regularly scheduled day before, or the regularly scheduled day after the holiday, unless excused. In the event the City takes action to eliminate Columbus Day as a paid holiday during the term of this Agreement, said action will be retroactive to January 1, 2021 for purposes of this Agreement, and Columbus Day will be removed as a compensated holiday, as of the day of action by the City Council.

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.

E. The CITY agrees to provide health insurance coverage at its expense for single employee premiums to employees under the same health insurance plan made available to other CITY employees. Employees may purchase premium coverage for dependents. The CITY shall notify the UNION in advance concerning any contemplated changes in health insurance of a significant nature.

F. Each employee covered by this contract, including Cemetery and Golf Course laborers shall have two (2) days off per year for personal business, but he/she shall give at least (5) days' notice of the taking of these said days to the superintendent of the department. The date to be taken off shall be subject to the prior approval of said superintendent.

G. Any employee covered by this Agreement who is unable to report for work will notify the department head of the reason for the absence before the time for the day's work to begin.

### **ARTICLE 8 - STRIKES AND LOCKOUTS**

There shall be no strikes, slowdowns, sit-downs, or stoppage 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, and that there be no right of removal.

### **ARTICLE 9 - DISCRIMINATION**

Employees will not be discriminated against 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 10 - PARTIAL SEVERANCE**

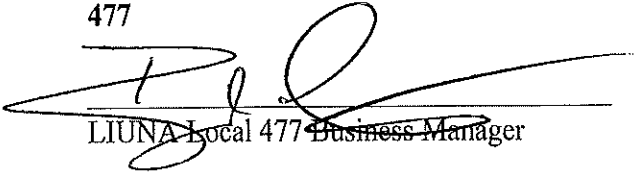
Both parties agree that they have had the unlimited right to discuss all matters subject to collective bargaining and that no new subject matter may be presented for discussion or negotiation during the life of this Agreement, and each party unqualifiedly waives any negotiation over effects or other matters not set forth herein.

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 full 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.

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL UNION  
477**



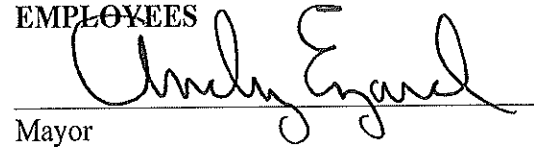
LIUNA Local 477 Business Manager

**SOUTHERN AND CENTRAL ILLINOIS  
LABORERS DISTRICT COUNCIL**

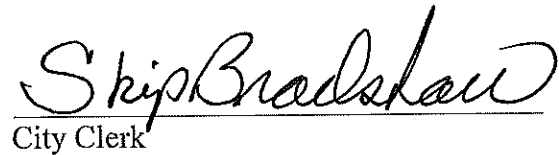


S.C.I.L.D.C. Business Manager

**STREET DEPARTMENT, SEWER  
DISTRIBUTION, JANITORS, PARK,  
CEMETERY AND GOLF COURSE  
EMPLOYEES**



Mayor



City Clerk



## City of Jacksonville's Rules of Personal Conduct

In the common interest of the CITY and its employees, the CITY will strictly and fairly enforce the following rules and apply disciplinary measures whenever necessary to ensure the rules are complied with. These rules apply to all employees in the CITY's Street, Water and Sewer, Parks and Cemetery Departments, as well as any other employees represented by Local No. 477 Laborers' International Union and Operating Engineers Local No.7.

Any employee who fails to maintain at all times proper standards of conduct or who violates any of the following rules may be subject to disciplinary action up to and including discharge.

1. Insubordination.
2. Falsifying any CITY records or reports, including employment and physical examination records.
3. Theft, fraud or embezzlement of CITY property or funds belonging to the CITY or any other personnel.
4. Unauthorized possession of any deadly weapon while on CITY property or while at work.
5. Leaving your assigned work station or work area during working hours without permission from a supervisor.
6. Striking, provoking a fight, or attempting bodily harm to another employee.
7. Failure to report to work for three (3) consecutive days without notification to the CITY.
8. Knowingly punching another employee's time card, having one's time card punched by another employee, or unauthorized altering of any time card or time record whether your own or another employee's.
9. Attempting to work under the influence of alcohol or drugs or being in possession of alcoholic beverages or illegal drugs while on CITY property or while on CITY time.
10. Manipulation of work records, reports, invoices or any other document maintained for the CITY's benefit whatsoever without specific authorization.
11. Maliciously destroying, damaging, or misusing of any CITY Property, employee property, or any public property.
12. Sleeping on the job during working hours.
13. Failure to report a motor vehicle accident, or an accident with any CITY equipment or machine.
14. Misconduct which casts discredit on the CITY's reputation or image.
15. Poor work performance, including carelessness, inefficiency, inattention to duties, and violation of safety Practices.
16. Failure to report a personal injury.
17. Immoral conduct or indecency, including the use of profane, abusive or threatening language to employees or supervisors.

**City of Jacksonville's Rules of Personal Conduct-cont.**

18. Failure to report an absence before starting time of a shift.
19. Repeated unauthorized absenteeism or tardiness.
20. Wasting time, loitering or leaving assigned work area without permission.
21. Indulging in horseplay, playing practical jokes, and unnecessary interference with work of fellow employees or with orderly operations.
22. Smoking in unauthorized area.
23. Failure to wear safety equipment as designated.

The CITY shall, when it deems it appropriate, establish additional rules and department supervisors may set up particular rules to govern employees' conduct deemed necessary by operational requirements which employees must obey.

**Appendix II -- Starting Salaries**

<b>Street Department</b>	<b>Current Salary</b>	<b>\$3000/yr Market Adj.</b>		<b>2.25% 2021</b>	<b>2.25% 2022</b>	<b>2.50% 2023</b>	<b>2.50% 2024</b>	<b>2.75% 2025</b>
<b>Laborer</b>								
Start	\$16.00	\$1.44	\$17.44	\$17.83	\$18.23	\$18.69	\$19.16	\$19.69
End Pro	\$16.85	\$1.44	\$18.29	\$18.70	\$19.12	\$19.60	\$20.09	\$20.64
<b>Assistant Mechanic</b>								
Start	\$16.00	\$1.44	\$17.44	\$17.83	\$18.23	\$18.69	\$19.16	\$19.69
End Pro	\$16.85	\$1.44	\$18.29	\$18.70	\$19.12	\$19.60	\$20.09	\$20.64
<b>Park Department</b>								
<b>Laborer</b>								
Start	\$15.59	\$1.44	\$17.03	\$17.41	\$17.80	\$18.25	\$18.71	\$19.22
End Pro	\$16.42	\$1.44	\$17.86	\$18.26	\$18.67	\$19.14	\$19.62	\$20.16
<b>Janitor &amp; Maintenance</b>								
<b>Janitor</b>								
Start	\$14.97	\$1.44	\$16.41	\$16.78	\$17.16	\$17.59	\$18.03	\$18.53
End Pro	\$15.72	\$1.44	\$17.16	\$17.55	\$17.94	\$18.39	\$18.85	\$19.37
<b>Housekeeper</b>								
Start	\$12.34	\$1.44	\$13.78	\$14.09	\$14.41	\$14.77	\$15.14	\$15.56
End Pro	\$12.97	\$1.44	\$14.41	\$14.73	\$15.06	\$15.44	\$15.83	\$16.27
<b>Cemetery</b>								
<b>Laborer</b>								
Start	\$14.97	\$1.44	\$16.41	\$16.78	\$17.16	\$17.59	\$18.03	\$18.53
End Pro	\$15.72	\$1.44	\$17.16	\$17.55	\$17.94	\$18.39	\$18.85	\$19.37
<b>Golf Course</b>								
<b>Mechanic</b>								
Start	\$17.55	\$1.44	\$18.99	\$19.42	\$19.86	\$20.36	\$20.87	\$21.44
End Pro	\$18.40	\$1.44	\$19.84	\$20.29	\$20.75	\$21.27	\$21.80	\$22.40
<b>Maintenance</b>								
Start	\$14.97	\$1.44	\$16.41	\$16.78	\$17.16	\$17.59	\$18.03	\$18.53
End Pro	\$15.72	\$1.44	\$17.16	\$17.55	\$17.94	\$18.39	\$18.85	\$19.37
<b>Sewer Distriution</b>								
Utility Person								
Start								

75% of utility man's base salary which is in effect when the new employee is hired (determined by subtracting \$1,500.00 from Lead Utility Man's Salary).