

RESOLUTION NO. 2026 - 21

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
LOCAL 738 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

WHEREAS, the City of Mt. Vernon, Illinois (“City”) is an Illinois Home Rule Municipal Corporation, duly existing under the laws of the State of Illinois, and embodied as a Home Rule entity with certain rights and powers pursuant to the Illinois Constitution, Article VII, Section 6, and hereby makes an express declaration as to the use of its Home Rule Authority in the enacting and adopting of this Resolution; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, certain employees of City (“Employees”) are represented by the AFL-CIO International Association of Firefighters, Local 738 (“Union”); and

WHEREAS, the City and Union desire to enter into a collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning May 1, 2026 and ending April 30, 2030 (“Agreement”); and

WHEREAS, the union members have previously voted to ratify the Agreement; and

WHEREAS, after review of the Agreement, the City Council for Mt. Vernon, Illinois determines that entry into the attached Agreement with the Union to be in the best interest of the City of Mt. Vernon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, ILLINOIS AS FOLLOWS:

Section 1: The above recitals are hereby adopted herein as express findings of legislative fact, intent, and discretion of the City of Mt. Vernon, Illinois.

Section 2: The Agreement attached hereto as Exhibit A is hereby approved by the City of Mt. Vernon.

Section 3: The City Manager is authorized and directed to execute the Agreement attached hereto as Exhibit A on behalf of the City, and the City is authorized to expend any funds contemplated under the Agreement required to carry out the spirit and intent of the Agreement, and to execute any and all such other documents as may be required.

Section 4: This Resolution is hereby declared to be an exercise of the City’s home rule authority pursuant to Illinois law.

RESOLUTION NO. 2026 - 21

Section 5: This Resolution shall be in full force and effect from and after its passage by the City Council and approved in the matter provided by law.


PASSED by the City Council of the City of Mt. Vernon, Illinois on the 18th day of May 2026.




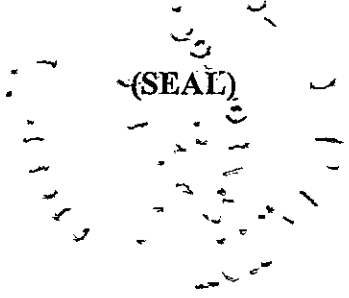
City Clerk – Rebecca Barbour

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT
Gliosci	X				
Moore	X				
Tate	X				
Young	X				
Lewis	X				

APPROVED by the Mayor of the City of Mt. Vernon, Illinois on the 19th day of May 2026.

APPROVED: 
Mayor - John Lewis

ATTEST: 
City Clerk – Rebecca Barbour





AGREEMENT

CITY OF MT. VERNON, ILLINOIS

AND

LOCAL 738 INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS

AFL-CIO

MAY 1, 2026, THROUGH APRIL 30, 2030

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PREAMBLE

THIS AGREEMENT entered into by the CITY OF MT. VERNON, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the LOCAL 738 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union"), is in recognition of the Union's status as the representative of the City's full-time firefighters, and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; the establishment of a peaceful procedure for the resolution of grievances as provided herein; and the establishment of an entire Agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union 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 non-probationary sworn or commissioned full-time firefighters in the ranks of Fireman, Lieutenant, and Captain (hereinafter referred to as "employees").

Excluded are other employees, including, but not limited to, any probationary employees; employees holding the position of Fire Chief, Assistant Fire Chief, Inspector/Training Officer, and Administrative Assistant; all employees excluded from the definition of "firefighter" as defined in subsection 1603(g-1) of the Illinois Public Labor Relations Act (as it existed on January 1, 1986); all civilian employees; all non-Fire Department employees; and all other managerial, supervisory, confidential, professional, and short-term employees, as defined by the Illinois Public Labor Relations Act (as it existed on January 1, 1986).

Section 1.2 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation. Nothing herein shall be construed to limit an exclusive representative's right to exercise its discretion to refuse to process grievances of employees that are unmeritorious.

Section 1.3 Union Officers

For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary, and Treasurer.

ARTICLE II UNION SECURITY AND RIGHTS

Section 2.1 Dues Checkoff

While this Agreement is in effect, the City will deduct from each employee's paycheck Union dues or fair share service fee, for each employee requested by the bargaining unit who has filed with the City a lawful, voluntary effective checkoff authorization form. The City will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the City to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time with thirty (30) days' written notice to the City. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City receives a notice of revocation of dues checkoff 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. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII of this Agreement (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified to the City by the Treasurer of the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount, which will be the regular monthly dues once, each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2 Union Indemnification

The Union shall indemnify, defend, and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action

taken or not taken by the City in complying with Section 2.1 and Section 2.2 of this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

Section 2.3 Right to Representation

An employee shall be entitled to have present a representative of the union during any meeting in which disciplinary action may occur. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility, and be advised of the right to representation under this provision of the Agreement.

Section 2.4 Financial Information/Grievance

The City agrees to furnish to the Union information concerning the financial resources and such other information which may be necessary for the Union to process any grievance or complaint. The Union shall have the right to use Fire Department facilities to conduct Local Union business meetings.

Section 2.5 Leave for Union Functions

Employees elected or appointed to represent the Union shall be granted time to perform certain Union functions so long as no additional costs are incurred by the City (per Department procedures), and prior approval has been received by the Fire Chief. (Appendix B)

Section 2.6 Use of City Equipment, Supplies, & Resources for Union Business

All electronic and telephonic communication system (e-mail, voice mail, etc.) and all communication and information transmitted by, received from, or stored in the City's systems are the property of the City, and as such are to be used for Fire-related purposes. If a union member uses the City's equipment for union business during non-working periods of the member's shift or work time, the member should not have any expectation of privacy concerning the materials and information stored on the system and the City can override all personal codes or passwords at any time. All information created; stored or transmitted on the system is the property of the City.

The union shall reimburse the City for any costs extra associated with the use of the City equipment, supplies, and resources.

ARTICLE III LABOR-MANAGEMENT MEETINGS

At the request of either party, the President of the Union and the Fire Chief or their designees may meet at mutually agreed upon times, up to once each calendar quarter, to discuss matters of mutual concern that do not involve negotiations. The President of the

Union may invite other Union bargaining unit members (not to exceed three) to attend such meetings. The Fire Chief may invite other City representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement, or that is the subject of pending or threatened proceedings in court or before the Board of Fire and Police Commissioners. Attendance at these meetings shall be on non-duty time and shall not be considered as time worked for the employees involved.

Any matters affecting wages, hours of work, and conditions of employment not covered by this agreement shall be subject to negotiations.

All other matters not covered by this agreement shall be subjects of discussion at the quarterly Labor/Management meetings.

ARTICLE IV MANAGEMENT RIGHTS

The City and the Union agree that the City possesses the sole right and authority to direct the employees of the City and its various departments in all respects; to hire all supervisors and department heads without interference or input by the Union; to determine the mission of the City and its policies; and to set standards of services for the public, except where expressly and specifically restricted by the provisions of this Agreement.

ARTICLE V DUTIES OF CAPTAINS

The Union hereby acknowledges and agrees that those employees holding the rank of Captain in the Mt. Vernon Fire Department have historically performed, and will continue to perform in the future, certain supervisory duties on behalf of the City in their daily activities. It is further specifically agreed that:

- (a) Under no circumstances shall a Captain discriminate either in favor of or against any bargaining unit employee because of his involvement or non-involvement in matters concerning the Union. Likewise, under no circumstances shall a Captain refrain from, modify, amend, or otherwise interfere with the exercise of supervisory or managerial authority over employees in their command as may be required for the effective performance of duties as a Captain or as may be directed by a superior officer. The foregoing shall not limit the right of a Captain to file grievances or exercise other rights which may be contained in any collective bargaining agreement between the parties or as provided by the Act.
- (b) Captains shall provide truthful information and if directed by the City, testimony or evidence concerning persons under their command and direction without regard for their involvement or noninvolvement in collective bargaining matters concerning the Union. The Union shall in no way discipline, discriminate against or

otherwise interfere with a Captain in carrying out his authority in supervision, command, direction, or control over bargaining unit employees, or otherwise interfere with his carrying out of the lawful directives of the Chief or his designees. Foregoing shall not limit the right of the Union to file grievances or exercise other rights guaranteed by any collective bargaining agreement between the parties or as may be provided by the Act.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1 Normal Work Cycle and Workday

The normal work cycle for employees assigned to 24-hour shifts shall be 24 hours of work (one shift), followed by forty-eight (48) consecutive hours off duty (two shifts). The normal work cycle for employees assigned to 8-hour shifts shall be forty (40) hours of work based on five (5) 8-hour shifts per week or four (4) 10-hour shifts per week.

Section 6.2 Temporary Changes in Work Period and Workday

The shifts, workdays and hours to which employees are assigned shall be stated on the monthly Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal work hours, the Chief may assign employees by mutual consent to temporary appointments. If none agree, the Chief will assign his choice, giving him one (1) week notice.

Section 6.3 Overtime Pay

Employees shall be guaranteed six (6) hours of pay at the fifty-six (56) hour rate of pay compensation for each full month of active employment. This contractual overtime premium guarantee is intended to satisfy the Department's overtime obligation under section 7(k) of the Fair Labor Standards Act. This provision shall become effective October 25, 1997.

Employees who are required to attend off-duty training as part of their position shall be paid at one and one-half (1 ½) times their normal rate of pay, fifty-six (56) hour rate of pay to attend these classes. They shall be paid according to Fair Labor Standard Act provisions and shall be paid only for actual class hours attended.

Employees attending required classes, of 40-hour duration, out of town shall abide by the following: Employees working his/her normal 24 hour shift on Sunday, immediately preceding the scheduled class shall be allowed to take a Department vehicle to his home at 2000 hours and be subject to response to a working fire or major incident for the duration of his/her 24-hour shift. Upon returning for the 40-hour schedule class, on the Saturday, immediately following the 40-hour class shall be compensated an additional 12 hour of straight time pay. Employees who are required to attend a 40-hour class and return to duty on Friday, immediately following a 40-hour class shall be allowed to take a department vehicle

home and be subject to response to a working fire or major incident for the duration of his/her 24-hour shift.

Employees attending volunteer training shall not be entitled to compensation under this section unless the City of Mt. Vernon is reimbursed for the training costs. The volunteer training shall be approved by the Fire Chief or his designee. Employees who attend volunteer training and the City is reimbursed for the training cost shall be paid at one and one-half (1 ½) times their fifty-six (56) hour rate of pay. They shall be paid only for actual class hours attended.

Employees assigned to 8-hour shifts will be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked in excess of 40 hours in their normal 7-day work period. An employee's straight-time hourly rate shall be computed by dividing the employee's annual salary by the annual regular hours of work to which the employee is regularly scheduled (2,912 hours for 24-hour shift employees, and 2,080 hours for employees on a 40-hour work week).

Section 6.4 Compensatory Time

The Fire Chief may grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate. In all such situations, compensatory time shall be utilized at such times and in such time blocks as are established by the Fire Chief (per department procedures in effect May 1, 1987). Compensatory time procedures may be changed by mutual consent between the Union and the Fire Chief. Overtime to be compensated for with compensatory time will be mutually agreed in advance by both parties.

Section 6.5 Call Back Pay

When an employee, at the request of the City, works a partial or full shift, which he has not been scheduled to work, he shall be compensated at time and one-half (1-1/2) his regular rate of pay for all hours worked outside their normal shift. When an employee is called back for emergency work, he shall be compensated at the 40-hour rate at time and one-half (1-1/2), call-in rate on all emergency calls will be at the 40-hour rate in any situation created by an emergency, with a minimum call back of two (2) hours. The Chief or Shift Commander may choose (prior to 8:00) to augment a shift at regular overtime procedures for a twenty-four (24) hour shift. Any non-emergency call-in will be at shift rate.

Section 6.6 Hold Over or Shift Work Retention

When an employee is requested by the City to work additional hours either immediately preceding or immediately after his regular work shift without interruption, he shall be compensated at time and one-half (1-1/2) his regular rate of pay (40-hour rate for emergency call back) for all hours worked outside their normal shift, with such compensation to be paid in fifteen (15) minute increments.

Section 6.7 Required Overtime

The Fire Chief or his designee(s) shall have the right to require unscheduled holdover or call back work and employees may not refuse overtime assignments without just cause. The Department shall use a seniority-based turn sheet method of allocating voluntary overtime opportunities and assigning mandatory work, where possible. Where possible, for special events the turnsheet system will be started at least two (2) weeks prior to the event to allow staffing to be determined.

Section 6.8 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 6.9 Trading Time

Employees shall have the privilege to exchange shifts when the change does not interfere with the operating procedures of the Fire Department. The Fire Chief or his designee shall give advance approval before employees trade time. Only qualified employees shall work in the position of another employee (a firefighter working for a firefighter, a lieutenant working for a lieutenant, and a captain working for a captain). Should the employee be unsuccessful in trading time within their specified rank, the employee, with prior approval from the Fire Chief or his designee, may go outside of their specific rank.

**ARTICLE VII
GRIEVANCE PROCEDURE**

Section 7.1 Definition

A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee against the City alleging that there has been as to him an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 7.2 Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee who has a grievance shall submit the grievance in writing to the Fire Chief or his designee, using the grievance form attached hereto as Appendix A. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Fire Chief or his designee shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the City Manager or his designee within ten (10) calendar days after receipt of the City's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The City Manager or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant. If no settlement of the grievance is reached, the City Manager or his designee shall provide a written answer to the grievant, within ten (10) calendar days following the meeting. The parties may by mutual agreement in writing, extend any of the time limits set forth in this Section. *

Section 7.3 Arbitration

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration as described below, within seven (7) calendar days of receipt of the City's written answer as provided to the employee at Step 2;

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators. Both the City and the Union shall have the right to strike three (3) names from the panel. The parties shall alternately strike names with the order of the striking determined by a coin flip.
 - * The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. (When closing briefs are used, they will be submitted within ten (10) days after the close of the hearing.)
- (e) More than one (1) grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator, the court reporter's fees, the arbitrator's copy of a written transcript, if requested by the arbitrator, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for any other expenses it may incur, including compensating its own representatives and witnesses.

Section 7.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from 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 the issue raised by the grievance as submitted in writing at Step 1. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 7.5 Employee Right to Self-Representation

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

Section 7.6 Miscellaneous

No member of the bargaining unit shall have any authority to settle or respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE VIII NO STRIKE-NO LOCKOUT

The City and the Union agree that the operation of the City is essential to the welfare of the general public and the City and the Union recognize their obligation to furnish continuous service to the general public.

The City agrees that during the period of this Agreement there shall be no lockout of members of the Union.

The Union, its membership, individually and collectively, agrees that there shall be no strike, or other interruption of work, it being the desire of all parties to provide an uninterrupted service to the public.

ARTICLE IX HOLIDAYS

Section 9.1 Holidays

Each employee will receive as holiday pay, 156 hours at the 40-hour rate. This pay will be considered as base pay and will be evenly distributed on all paychecks for the year. Anyone utilizing sick leave, other than being hospitalized or recuperating from hospitalization, on the traditional holiday, will have the 12 hours at the 40-hour rate deducted from paycheck.

Section 9.2 Birthday

An employee may use his birthday as a floating holiday, with the advance approval of his or her department head per departmental procedures.

If an employee leaves City service, prior to their actual date of birth, the employee will not be paid for this day. If the employee had previously taken the birthday as a floating holiday, then the employee shall reimburse the City for the time taken. If an employee is hired after their actual date of birth in that current year, the employee will not be eligible to use his or her Birthday as a floating holiday in that year.

ARTICLE X SENIORITY, LAYOFF AND RECALL

Section 10.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn or commissioned fire fighter in the Fire Department of the City. Seniority shall accumulate during all authorized leaves of absence and for authorized unpaid leaves if authorized in advance by the Fire Chief and the City Manager. Conflicts of seniority shall be determined on the basis of the order of the employees on the Board of Fire and Police Commissioners hiring list, with the employee higher on the list being the more senior.

Section 10.2 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of a minimum of twelve (12) months of active duty. The probationary period is 12 months, but the period may be extended beyond one year for a firefighter who is required as a condition of employment to be a certified paramedic, during which time the sole reason that a firefighter may be discharged without a hearing is for failing to meet the requirements for paramedic certification (Illinois Statute 65 ILCS 5/10-2.1-4).

Time absent from duty shall not apply toward satisfaction of the probationary period without prior approval from the Chief or his designee. During an employee's probationary period, the employee may be suspended, laid off, or terminated without cause at the sole discretion of the City. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff, or termination.

Section 10.3 Seniority List

On or about January 1 of each year, the City will post a list of all employees in the bargaining unit in every fire station, setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) days after the Union's receipt of the list.

Section 10.4 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 (furlough) in accordance with their length of service as provided in Illinois Statutes (Chapter 24, Section 10-2.1-18, as it existed on January 1, 1986).

Section 10.5 Recall

Employees who are laid off shall be placed on a recall list for a period of three (3) years (provided, however, that this three (3) year restriction shall not apply to any employees on lay off on the effective date of this Agreement). If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Persons on lay-off, who within twelve (12) months becomes a volunteer or paid firefighter on a Fire Department approved by the Chief, shall retain their recall rights indefinitely.

Employees who are eligible for recall shall be given seventeen (17) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union President or his designee, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. 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 and responsibility of each employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the City has not heard from the employee within seventeen (17) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 10.6 Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged
- (c) retires or is retired; excluding disability pension recipients
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval from the City Manager.
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff, or vacation, except for good cause shown due to circumstances beyond the control of the employee.
- (f) if laid off and fails to respond to a notice of recall as provided in Section 10.5 of this Agreement except for good cause shown due to circumstances beyond the control of the employee; is laid off or otherwise does not perform bargaining unit work for the City for a period of one (1) year (provided, however, that this one (1) year restriction shall not apply to any employees on lay off on the effective date of this Agreement). Upon written approval from the City Manager, this one (1) year period may be extended for an additional 12 months.
- (g) is absent for one (1) full 24-hour duty shift (or one consecutive 8 or 10-hour duty shift) without notification to or authorization from the City, except for good cause shown due to circumstances beyond the control of the employee.

ARTICLE XI VACATIONS

Section 11.1 Eligibility and Allowances

Every employee shall be eligible for paid vacation time after the completion of one (1) year of service with the Employer in a position covered by this Agreement.

If an employee does not have at least one (1) year of service as of January 1, he/she may receive vacation hours equal to the number of completed months of service before January 1 to a maximum accumulation of 120 hours (five (5) shift days). For each complete month:

10 or more months.....120 hrs (5) 24-hr shifts
9 months.....108 hrs (4.5) 24-hr shifts

5 months.....60 hrs (2.5) 24-hr shifts
4 months.....48 hrs (2) 24-hr shifts

8 months.....96 hrs (4) 24-hr shifts
7 months.....84 hrs (3.5) 24-hr shifts
6 months.....72 hrs (3) 24-hr shifts

3 months.....36 hrs (1.5) 24-hr shifts
2 months.....24 hrs (1) 24-hr shift
1 month.....12 hrs (1/2) 24-hour shift

Employees shall start to earn vacation allowance as of their date of hire. Employees assigned to 24-hour shifts shall earn and take vacation allowances under the following schedule:

After one (1) year of service.....120 hours (5 24-hr shifts)
After seven (7) years of service.....168 hours (7 24-hr shifts)
After twelve (12) years of service ...240 hours (10 24-hr shifts)

When an employee completes seven (7) years or twelve (12) years of service, he/she shall receive the additional vacation on January 1 of that year. If the employee terminates employment before their anniversary date and has used the additional vacation, the vacation pay shall be deducted from the employee's final paycheck or the employee shall reimburse the City for the vacation pay. Upon termination, an employee will receive payment of accrued vacation leave based on the time earned from the first of the year terminated to the last day member performed bargaining unit work for the City.

Vacation allowances are earned on a calendar year basis. Vacation leave shall be granted on January 1 of each year and shall be used on or before December 31 of each year. Vacation leave may not be carried over from year to year; vacation leave not used each year shall be forfeited, unless the Fire Chief and City Manager approve an exception to this rule in writing.

If 24-hour shift employee is assigned to an 8-hour shift, his vacation hours will convert to 8-hr shift hours. For each 12 hours on the 24-hr vacation basis, this will convert to 8 hours on the 8-hr vacation basis. For example:

120 hours (5 24-hr shifts) = 80 hours (10 8-hr shifts)
168 hours (7 24-hr shifts) = 112 hours (14 8-hr shifts)
240 hours (10 24-hr shifts) = 160 hours (20 8-hr shifts)

Section 11.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification.

Section 11.3 Scheduling Procedure

Employees shall be awarded vacation time by the City in accordance with City service needs and the employee's request. Per departmental procedures, the Shift Captain shall post a schedule of days available for vacation during the upcoming calendar year. Vacations will be scheduled a minimum of two (2) shifts at a time, with the last shift taken individually, if necessary. By approval of the Fire Chief or his designee, this policy may be changed for the

convenience of the employee or the City upon mutual agreement of both parties. The City may limit the number of employees of a given rank or position that can be off at any one time. The employees on each shift shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. Employees can schedule their allotted annual vacation days on the initial sign-up, and may be required to schedule their vacation days in a limited or specified number of time blocks.

The vacation periods requested pursuant to this procedure shall be submitted to the Fire chief or his designee for approval per department procedures each year. The Fire Chief or his designee shall review the requests and post a vacation schedule per departmental procedure. After the vacation schedule has been established, employees can trade vacation days only with approval of the Fire Chief or his designee.

During the vacation periods between the cut-off dates, personnel will be allowed to request two (2) choices of dates for these periods. These dates will be granted, if possible, subject to "Seniority".

In addition, personnel will be allowed to request additional dates during these periods, but in the event a conflict arises whereby other personnel request one or more of the additional days as their first choice for vacation, their request will have precedence over the request for additional dates. In the event that personnel have requested additional dates during the period and no conflict arises, said requested dates will be granted.

Per departmental procedure, all remaining dates will be available on a "first-come, first serve" basis and can be reserved by notifying the shift duty officer and posting of the date(s) on the appropriate vacation schedule. After the official vacation list has been posted, it shall be the responsibility of the duty officer to notify the Fire Chief or his designee of any additions or requested changes.

Any vacation days scheduled in January take precedence over vacation days scheduled per departmental procedure, seniority prevailing. The list and calendar posted at Station 4 shall be regarded as the official scheduling calendar. Scheduling of two (2) personal days for perfect attendance as part of the vacation will be scheduled following the departmental procedure.

ARTICLE XII SICK LEAVE

Section 12.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and 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 required to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care.

Section 12.2 Days Earned in Accumulation

Employees shall be allowed to earn sick leave for each complete month of employment. Shift personnel shall earn 12 hours of sick leave per complete month. Sick leave shall accrue to a maximum bank of 1500 hours (one hundred twenty-five (125), 12-hour days). For each 24-hr shift missed, the employee shall be charged 24 hours of sick leave.

Employees who are assigned to 8-hour days due to an injury shall have their sick leave converted to an 8-hour basis by the following conversion equation: Sick Leave/12 hours \times 8 hours = new 8-hour balance.

During the time of 8-hour days, employee will earn sick leave at the rate of 8 hours per month. At the end of that time period when the employee returns to a 24-hour basis, the above equation will be used in reverse to return to the 24-hour basis where sick leave is earned at the 12-hour-per-month rate.

In addition, for every year of perfect attendance and after the applicable maximum number of sick leave hours have been accumulated, an additional 12 hours will be added to the maximum sick leave bank and an additional 6 hours will be added for each year that the employee misses 24 hours or less during the year. For purposes of this Section only, vacations, holidays, and compensatory time shall be considered hours worked. Sick leave cannot be taken before it is actually earned.

Section 12.3 Notification

Notification of absence due to sickness shall be to the acting Shift Commander as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may subject the employee to disciplinary action as well.

Section 12.4 Medical Examination

The City may, at its discretion, require an employee to submit a physician's verification of illness or injury and his/her ability to return to work. The City, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the City; when the City exercises this option, the City will pay the medical expenses to the extent they are not covered by insurance.

Section 12.5 Abuse of Sick Leave

Abuse of sick leave is a serious matter. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains such leave will reimburse the City for the sick leave and the City may deduct such amounts from his paycheck.

Section 12.6 Sick Leave Utilization

Sick leave may be used for the following reasons:

- (a) Personal illness of, or physical capacity resulting from causes beyond the employee's control
- (b) Illness of a member of the employee's immediate family (legal spouse, son or daughter including legally adopted and stepchildren, or parent or parent in-law) that requires the employee's personal care and attention. Employee shall inform City of the individual requiring the use of sick leave, and make reasonable efforts to minimize the extent of time required.
- (c) To keep a doctor's or dentist's appointment

Section 12.7 Sick Leave Buy Back

Upon normal retirement or death, an employee shall be compensated for seventy-five percent (75%) of their unused sick leave bank. An additional 2.5% will be added to the 75% for each additional year of service after 20 years. The employee will be paid at their regular daily rate of pay for all accrued and unused sick leave days accumulated as of his last day of scheduled work for the City. Normal retirement occurs when an employee who leaves employment with the City either has 20 years of service with the City or is able to immediately draw pension benefits from a City-sponsored fund.

20 years	75%
21 years	77.5%
22 years	80%
23 years	82.5%
24 years	85%
25 years	87.5%
26 years	90%
27 years	92.5%
28 years	95%
29 years	97.5%
30 years	100%

Section 12.8 Employment While on Sick Leave

An employee, who is absent from duty because of illness or injury, shall not be employed by third-party employers while the employee is using sick leave benefits.

ARTICLE XIII ADDITIONAL LEAVES OF ABSENCE

Section 13.1 Discretionary Leaves

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

Section 13.2 Application for Leave

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

Section 13.3 Military Leave

Military leave shall be granted in accordance with applicable law, subject to the City's option at its sole discretion to provide additional benefits if done in accordance with a city-wide policy applied in a non-discriminatory manner. Employees must apply for such leave as soon as they are aware of the need for such leave.

Section 13.4 Jury Leave

Employees covered by this Agreement who are required to serve on a jury shall reimburse the City the portion of the money received for jury duty that applies to the work shift missed. The City shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day for an 8-hour shift employee, or up to twenty-four (24) hours per day for a 24-hour shift employee, provided that the employee was scheduled to work that day. An employee shall report to work during any part of his shift when he is not required to be in court or for court jury duty.

Section 13.5 Funeral Leave

In the event of a death in the immediate family, an employee may take up to one (1) twenty-four (24) shift, or in the case of an 8-hour or 10-hour a day employee, three (3) consecutive days off and receive regular straight-time pay to attend the funeral. Such leave period ordinarily shall start the day after the employee learns of the death, unless the employee learns of the death while on duty, in which case he may elect to begin funeral leave

immediately. For purposes of this section, immediate family shall include an employee's or their spouse's family members. Family members shall be defined as:

- Legal Spouse
- Son or Daughter (inc. legally adopted and step-children)
- Son or Daughter in-laws
- Parents including step-parents
- Parents' in-laws
- Brother or Sister including half & step
- Brother or Sister in-laws
- Grandparents
- Grandchildren

An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the City. Funeral leave may be extended at the discretion of the Chief and City Manager on a case-by-case basis and under the terms and conditions they proscribe, including requiring the use of accumulated vacation days, personal days, and/or sick leave.

Section 13.6 Injury or Illness Leave of Absence

- (a) To qualify for such paid or unpaid leave, the employee must report the illness, injury or inability to work and thereafter furnish to the Fire Chief or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every fourteen (14) day interval, unless waived by the Fire Chief.
- (b) Before returning from leave of absence for injury, illness or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. A leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 13.7 Benefits While on Leave

If during leave the employee could have been laid off according to his seniority except for his leave, he shall go directly to layoff.

During an approved unpaid leave of absence of more than thirty (30) days or layoff under this Agreement, an employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 13.8 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who violate the stated intent of such leave may immediately be terminated by the City.

Section 13.9 Personal Leave

24-hour shift employees shall be granted 3 shifts of Personal Leave per calendar year. Upon reaching 20 years of service, 24- Hour shift employees shall be granted 4 (four) shifts of Personal Leave per calendar year thereafter. Upon reaching 25 years of service, 24- hour shift employees shall be granted 5 (five) shifts of Personal Leave per calendar year thereafter. Personal leave may be used for any reason. Personal leave may not be carried over from one calendar year to the next. If an employee is moved to an 8-hour schedule, during that time, his Personal Leave will be converted to an 8-hour basis. For example, if the employee has 24 hours of personal time left, the time would be converted to 8 hours for the amount of time the employee is on the 8-hour schedule. If not used, it would be converted back to 24 hours when the employee went back on the 24-hour schedule. Conversion Equation: $\text{personal Leave Balance} / 24 \text{ hours} \times 8 \text{ hours} = \text{new Personal Leave Balance}$. The equation will be reversed when the employee returns to the 24-hour shift. Personal leave may be used for any reason. Personal leave may not be carried over from one calendar year to the next.

Section 13.10 Scheduling of Personal Leave

Employees shall provide advanced notice of his intent to use personal leave whenever possible, but shall be permitted to use personal leave time on same day notice, prior to 7:00 a.m. Personal leave shall be granted so long as staffing levels, as determined by the Fire Chief, are met. Personal Leave can be scheduled by seniority until January 15. After that date, personal leave will be on a first-come basis.

Employees may utilize Personal leave in partial shifts. The partial shifts shall be scheduled between the hours of 8:00 a.m. to 8:00 p.m. (12 hours) or 8:00 p.m. to 8:00 a.m. (12 hours).

ARTICLE XIV WAGES

Section 14.1 Wage Schedules

Wages paid to employees represented by the Union shall be in accordance with the salaries specified in Appendix C.

Lieutenant promotional increases shall be a minimum of \$2,000 rounded to the next step. Captain promotional increases shall be a minimum of \$4,000 rounded to the next step. Current Captains shall receive a minimum of \$2,000 rounded to the next step upon this bargaining agreement taking effect.

All employees will receive a one-time \$.50 (fifty cent) equity adjustment on the base wage in exchange for the removal of educational incentive pay.

New hires will be placed at the Start Step on the Salary Chart. They will advance to Step 1 after one-year of service, then advance to Step 2 on May 1 following their first year of service.

Section 14.2 Paramedic Pay

The City shall supplement the annual salary of each firefighter who meets and maintains designated paramedic training, certification, and performance requirements by 4.5% above their annual base salary schedule or \$1,500 annually, whichever is higher. The supplement shall not be added to the salary base for purposes of computing future increases. This supplement shall be paid monthly to eligible firefighters.

Section 14.3 Out of Rank Pay

An employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid an additional \$1.00 per hour for the actual hours worked.

ARTICLE XV UNIFORM ALLOWANCE

Employees who are required to wear regularly and continuously maintained prescribed items of uniform clothing and personal equipment shall be issued same. Under this system, new employees shall be issued a set of uniform clothing and equipment according to City policy existing as of the effective date of this Agreement.

The Fire Chief, Assistant Fire Chief, or their designee shall select the type and quantity of uniform or personal equipment in regards to brand, style, fabric, color, model, manufacturer, etc. The only variation between the uniform or personal equipment is the size needed to properly fit the union member.

Union Members are required to maintain at least the following quantity and type of uniforms:

- 1 - short sleeved dress shirt – Class B
- 1 - long sleeved dress shirt – Class B

- 3 – trousers
- 1 – belt
- 1 – shoes
- 1 – jacket
- 1 – coat badge
- 1 – shirt badge
- 1 – name tag

Union members, who, as of May 1 of each year, have completed the first 12 months of their probationary period, shall receive a total of \$850.00 each fiscal year for the purchase of uniforms or personal equipment, and the cleaning or maintaining of such items properly. The employee shall submit statements/invoices/receipts to the Fire Chief or his designee as proof of purchase for \$750.00 of uniforms and equipment. One-hundred (\$100) dollars shall be reimbursed to the employee for the cleaning and maintenance of the items.

Union members can purchase the uniforms and personal equipment from a vendor approved by the Fire Chief, Assistant Fire Chief, or their designee in accordance with the City of Mt. Vernon Purchasing Policy or individually. Payment for purchases made will be paid either directly to the vendor or to the employee presenting the appropriate documentation.

Effective May 1, 2000, the City agrees to purchase Class "A" uniform coat, pants, patch, and cap badge for each member of the bargaining unit. Employees agree to purchase dress cap, shoes, and other necessary items for Class "A" uniforms.

Union members, who as of May 1 of each year are not actively performing bargaining unit work for the City, will not receive uniform allowance until their return to active duty. The amount of uniform allowance will be prorated based on the date the member returns to active duty and the remaining full months in the fiscal year

Upon termination, union members will reimburse the City for uniform allowance paid based on the time remaining in the fiscal year. The amount of uniform allowance will be prorated based on the remaining full months in the fiscal year.

ARTICLE XVI INSURANCE

Section 16.1 Coverage

The City makes available to active full-time employees and their dependents, group health and hospitalization insurance and life insurance coverage and benefits. The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those that predated this agreement.

Complete details of the insurance benefits are outlined in the provided insurance booklets. A summary of benefits follows:

The following health insurance deductible schedule shall take effect as of January 1, 2013.

Deductible in-network:	Individual \$1,000	Family \$2,000
Deductible out-of-network:	Individual \$2,000	Family \$4,000
Total Out-of-Pocket PPO:	Individual \$2,750	Family \$5,500
Total Out-of-Pocket Non-PPO:	Individual \$3,750	Family \$7,500
Payable Percentages	80% PPO	60% NON PPO

Section 16.2 Cost

The City pays one hundred percent (100%) of the cost of full-time employees' individual group health, hospitalization, and life insurance. The City pays zero percent (0%) of the cost of dependent family coverage above the cost of individual coverage, and the employee pays one hundred percent (100%) of the cost of dependent family coverage. The cost of an employee's portion of insurance premiums will be deducted from the employee's paychecks.

Section 16.3 Cost Containment

The City reserves the right to institute cost containment measures relative to insurance. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 16.4 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee, or beneficiary of any employee.

Section 16.5 Life Insurance

The City shall provide, at no cost to the employee, life insurance coverage in an amount of not less than Ten Thousand Dollars (\$10,000.00):

ARTICLE XVII GENERAL PROVISIONS

Section 17.1 Non-Discrimination

The City and the Union will continue to support policies of non-discrimination against any employee in wages, hours and conditions of employment because of race, color, sex, age, religion, creed, national origin, marital status, handicap, or union affiliation. Masculine pronouns and nouns used in this Agreement shall be construed to mean employees of either sex.

Section 17.2 Ratification and Amendment

This Agreement shall become effective when ratified by the City Council and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 17.3 Annual Medical Examinations

Physical exams and a physical fitness program will be formatted by Fire Chief and Bargaining Unit and will continue.

Employees shall have an annual physical by a physician furnished by the City. The City shall assume no additional liability for additional tests or treatment as a result of the annual physical, other than what is provided by the insurance carrier.

Employees shall apply their wellness insurance coverage towards their annual physicals. The City agrees to pay that amount not covered by the wellness coverage. Both parties agree that the current physical is adequate and will remain the same.

If the City's insurance carrier should discontinue the wellness annual physical, the City agrees to provide annual physical examination to employees at no cost to the employees, with a physician chosen by the City.

Section 17.4 Occupation Health and Safety Committee

The City of Mt. Vernon and IAFF Local 738 will establish and maintain an Occupational Health and Safety Committee that follows the guidelines set forth by NFPA 1500, current edition. The purpose of the Committee will be to evaluate, develop, and make recommendations to the Fire Chief for the overall benefit of a more effective, efficient, and safer Fire Department.

The Committee will be comprised of three (3) members from Fire Department Management Staff (not in the bargaining unit), three (3) members from the Fire Bargaining Unit, one (1) member from the Fire Pension Board; one (1) member from City Administration, and one (1) member from the Fire Department's appointed physician office.

The three (3) members from Fire Department Management Staff and three (3) members from the Fire bargaining unit shall be voting members, while the other three (3) members will be non-voting or *ex officio* members. *Ex officio* members shall be permitted to participate in discussions and recommendations to the Fire Chief. Members excluded from

participating on the Committee will be limited to the Fire Chief and the Local 738 Union President.

The Committee shall elect a Chair, Co-Chair, and a Secretary. The Committee shall have by-laws and meet on a regular basis.

Section 17.5 Protective Clothing and Equipment

The employer shall furnish and thereafter maintain at no cost to the employee, all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment necessary to preserve and protect the safety and health of firefighters. All protective clothing and equipment shall meet NFPA Standards with replacements, per existing policy.

Section 17.6 Extreme Weather

Employees will not be required to perform non-emergency and other non-essential duties outdoors when elements are of extreme conditions, at the discretion of the Shift Commander.

Section 17.7 Rehabilitation at a Fire

It shall be the policy of the Fire Department to try to provide rehabilitation at any alarm, which exceeds 2 hours, and at any other alarm, which because of its nature or because of extreme weather conditions dictate such relief.

Section 17.8 Loss Prevention Program

In an effort to provide the safest working environment possible, and in order to reduce the possibility of accidents, injuries, illnesses, or death, the City and the Union mutually agree to wholeheartedly cooperate and support the Loss Prevention Program.

Section 17.9 Education

The employer will reimburse all employees for any costs incurred for books, fees, and tuition upon successful completion of courses related to the fire service area which have been previously approved by the Fire Chief.

Section 17.10 Light Duty

Any employee assigned to less strenuous position (light duty), due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position.

The term "light duty" is for an employee who has been off work and under his doctor's advice and who can come back to work under certain (doctor) conditions without contaminating or being hazardous to other employees, i.e., flue or virus, upon the recommendation of the Fire Chief. At the City's discretion, the City may limit the number of employees on Light Duty to four (4) employees with a maximum of three (3) being non-duty related injury or illness.

Light Duty definitions:

Duty Related Injury/Illness

Light duty assignment, under authorization of a physician shall be eight (8) hour work day, forty (40) hour week.

Non-Duty related Injury/Illness, upon authorization of physician may select one (1) of the three duty status options

- (a) Eight (8) hour work day, forty (40) work week
- (b) Twenty-Four (24) work day on his/her respective shift.
- (c) Remain on sick leave until authorized by a physician to return to full duty or until employee exhausts sick leave, whichever occurs first

Section 17.11 Residency All City Fire Department personnel shall abide by the Ordinance adopted by the City Council concerning residency.

Section 17.12 Drug and Alcohol Use

The City and the Union recognize the necessity to provide a safe, healthy and productive workplace for its employees. Employees under the influence of drugs or alcohol while at work can be serious safety risks to themselves or others. The manufacture, possession, use, sale, distribution or dispensing of illegal drugs or alcohol in the workplace is totally unacceptable.

(a) **Conduct Prohibited.** The following conduct is hereby prohibited:

1. Manufacture, distribution, transfer, possession, use, sale or being under the influence of drugs or alcohol in such a manner as to have any effect whatsoever on the employee's work, efficiency or safety or the conduct of Company's business.
2. Refusal to consent to a search or test under the provisions of this policy, including but not limited to, any refusal to sign appropriate consent forms in connection with such test or the alteration or contamination or attempted alteration or contamination of his/her test sample or that of another employee.
3. Failure or refusal to comply with written conditions imposed in connection with drug and/or alcohol dependency treatment under the City's Employee Assistance Program or some other program accepted by the City.

4. Failure to report the use of any drugs whenever the employee is required to report such use under this Policy.

(b) **Definitions.** As used in this Section regarding Drug and Alcohol Use.

"Drugs" shall mean any substance the use or possession of which is prohibited under federal or state law regulating drugs, narcotics, controlled substances, and the like. It also includes any legal drug or substance which can pose a significant risk to the safety of the employee or others including both prescription and nonprescription drugs when used by an employee without proper authorization required by law or in a manner in which such use may affect the safety of the employee, his or her co-workers, members of the public or others. Without limiting the foregoing, "drugs" as used herein includes: marijuana, hashish, amphetamines, methamphetamine, cocaine, crack, barbiturates, methaqualones, benzodiazepines and other tranquilizers, LSD, phencyclidine (PCP), and other hallucinogens, methadone, propoxyphene, and opiates such as heroin, codeine, and morphine.

"Under the Influence: for the purpose of this Policy means that an employee is affected by a drug or alcohol or some combination thereof in any detectable and/or observable manner."

"Legal drugs" means prescribed drugs, over-the-counter drugs, and other substances, which have been legally obtained and are being used only for the purpose for which they were prescribed or manufactured, and only by the individual for whom they were prescribed.

- (c) **Searches.** City may conduct searches for drugs or alcohol at any time or place (place meaning the City or work site property in the normal workplace geographic area) where this policy applies when there is reasonable suspicion to suspect that drugs or alcohol are present. Searches may include an employee's personal property including, but not limited to, the employee's clothing, lunchbox, cooler, purse, parcels and similar items as well as an employee's desk or locker. These searches will be subject to the grievance procedure.

- (d) **Reasonable Suspicion.** If the action, appearance, conduct or physical evidence of or associated with an employee indicates drug usage, as verified by a trained supervisor, the employee will be required to immediately undergo drug screening. The City will train the local Union steward to provide the knowledge to observe said behavior/evidence and will use this person, whenever possible, to verify the requirement of immediate drug screening. In either event, the supervisor will have been trained in the detection of probable drug usage by observation of a person's behavior and will be required to document, in writing, his observations. The documentation by the supervisor will be prepared within 24 hours, or before release of the test results, whichever event occurs first. The employee under suspicion will be offered an opportunity to give an explanation of his/her condition (if present and conscious). The Union steward shall report directly to the City Manager if the

employee under suspicion is a management employee. If reasonably available, another employee of his/her choice may be present during such explanation and, if present, shall be entitled to confer privately with the employee. Only the City's supervisor may authorize an employee search or test.

- (e) **Reporting Use of Legal Drugs** An employee who has reason to believe that the use of a legal drug may present a safety risk to himself/herself or others or may have a significant adverse effect on his/her efficiency must report the use of such drug to the City in writing. Any employee who has reported the use of such a drug or substance to his/her supervisor in writing and who is thereafter permitted to work or operate equipment at times when the supervisor knows he has taken such drugs shall not be disciplined under this policy for such use. In appropriate cases when there is substantial, unavoidable risk of harm by himself/herself or others, the City may require the employee to take a leave of absence, or to being transferred to another operation where there would be less risk of injury.

Prior to performing a drug test, the testing facility will offer the employee an opportunity to discuss all medication or drugs which may affect test results with the Medical Review Officer, or MRO. The employee's failure to discuss all such substances fully and accurately will be considered a failure to cooperate and report use when required to do so, and may be grounds for discipline/discharge, subject to the grievance procedure. Furthermore, the employee may be required to substantiate each such claim, and the employee may not be given a further opportunity to explain a positive result caused by his failure to include all substances as discussed with the MRO. To the extent feasible in the administration of this policy, the testing facility will keep the information listed confidential. Only the MRO reports the result to the City.

- (f) **Drug and Alcohol Testing** The City may require a blood test, breathalyzer, urinalysis, or other drug/alcohol test of any employee whom the City reasonably suspects of using or being under the influence of a drug or alcohol in such a manner as to affect his/her work or performance in any manner. The City may at its discretion randomly test 25% of the union membership per fiscal year. Selection for the union membership to be tested will be as follows: The names of the union membership shall be listed alphabetically and shall be numbered consecutively commencing with the number one (1). A number shall be placed in a container representing each number assigned to each union member. After the numbers are placed in the container, they shall be drawn one at a time from the container after they have been thoroughly shaken and mixed. The union member corresponding to the first number drawn shall be the first member tested. The City of Mt. Vernon will determine the number of union members to be tested up to the maximum of 25% of the union membership per fiscal year. A union representative and the City Manager or his designee shall be present at the selection of union member to be tested.

Employees who are called into work after hours have the right of refusal of overtime if they feel that they are incapacitated or impaired due to influence of drugs or alcohol. It is the employees' responsibility to notify their Department Head of their reason for

refusing overtime. Employees would retain their position on the overtime call out list if they disclose the reason for refusal. If the employee reports to work under the influence of drugs or alcohol, the employee would be subject to drug testing as outlined in this section.

Union members who are injured on the job which involves medical treatment; has an incident which another person is injured which involves medical treatment; involved in an incident that results in damage estimated by their Department Head, at the accident scene, to be over \$500.00 to City vehicle or equipment; and/or to any damage to the general public's property shall immediately submit to drug testing.

An alcohol test which reveals a concentration of 0.05% (50 mg/dl) of alcohol in the employee's blood stream will be considered conclusive evidence that the employee was "under the influence" of alcohol within the meaning of this drug-free workplace policy. Evidence of a lesser concentration of alcohol may also be considered along with other evidence indicating impairment in any degree. The testing laboratory shall be certified by to perform tests under the Mandatory Guidelines for Federal Workplace Testing Programs in effect at that time (hereinafter "Guidelines"). Positive drug test cut-off levels shall be established by the Department of Health and Human Services (HHS) and published in the guidelines entitled "Mandatory Guidelines for Federal Workplace Drug Testing Programs". Test levels are subject to change by the Department of Health and Human Services as advances in technology or considerations warrant identification of substances at other concentrations.

In-house breathalyzer and drug screens may be administered for the preliminary screening of post-accident tests. The Department Head or his designee will conduct the in-house tests. If the test results are positive for drugs or alcohol then the employee will go to a medical clinic or lab for certified post-accident testing. If the test results are negative for drugs or alcohol, no further tests will be administered unless there is reasonable suspicion for a certified test. No employment or discipline decision will be made solely on the in-house test (PBT – Portable Breath Tests & over the counter 12 to 14 panel drug tests).

Each step in the certified laboratory collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody and shall remain independent of the City. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for a 72-hour period after the employee is notified of the results.

If an employee is scheduled for a drug or alcohol test during his/her regularly scheduled work shift, the City will pay the employee for time lost from such scheduled work for that day, provided the employee's test results are negative and the employee was not otherwise subject to disciplinary suspension at that time.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody and shall remain independent

of the City. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for a 72-hour period after the employee is notified of the results.

If an employee is scheduled for a drug or alcohol test during his/her regularly scheduled work shift, the City will pay the employee for time lost from such scheduled work for that day, provided the employee's test results are negative and the employee was not otherwise subject to disciplinary suspension at that time.

- (g) **Sample Collection Requirements.** A urine or blood collection site can be a doctor's office, a clinic, or any other suitable location established by the collecting facility. The laboratory utilized to analyze the specimen must be certified and licensed by Substance Abuse and Mental Health Services Administration (SAMHSA) or future replacement agency to perform tests. The City will utilize a testing facility of their choice for the purposes of collecting the necessary samples and performing the necessary test procedures.

Generally, the employee will have a right to produce the sample in private, without being observed. The only exception is when the collection person has a particular reason to believe the employee may alter or substitute the urine sample; if they see clear signs of tampering, if the temperature of the urine is off; and/or where the last urine test was abnormally dilute. If the employee is being observed, the person must be of the same sex.

There is a two-step testing procedure. The first test, or screening test, is called an immunoassay. The most common form of this test is called an "EMIT" test. The levels for a positive finding are higher, however, this result is not communicated to the City. Rather the sample is then screened through a second confirmatory test.

If the EMIT or initial screening test is negative, that is the end. It is reported as negative. If the EMIT or initial screening test is positive for one or more drugs/alcohol, the next step is a highly accurate test called the gas chromatography/mass spectrometry - GS/MS for short.

If this test is negative, the whole test is reported to the City as negative. If it is positive, the next step is that the test results and procedures are reviewed by the Medical Review Officer.

The Medical Review Officer, or MRO, is a doctor who is knowledgeable about drug abuse. All lab test results - positive or negative - go through the MRO.

It is the MRO's job to look at every "positive" report from the lab, to talk with the employee, and to determine whether or not there is another explanation for the positive result. If the MRO finds a legitimate explanation, such as medicine use, the MRO will report the test results to the employer as "negative."

If the employee is convinced that the first lab test was wrong, the employee may ask the Medical Review Officer to have the original sample retested by a different NIDA-certified lab. The second sample must have been provided by the employee at the same time as the original sample.

The request for retesting must be made within 72 hours after the employee was told about the positive test. Further, the employee must prepay all costs of the second test and if the result is negative, the employee will be deemed to have had a negative test result, will not be required to comply with the EAP program. If the second test results are positive, the MRO will report this result to the Employer and the employee will be disciplined in accordance with this Policy.

- (h) **Disciplinary Action.** Violation of any of the prohibited conduct provisions of this Drug-Free Workplace Policy may result in disciplinary action, including mandatory rehabilitation, suspension, and in some cases up to and including discharge, subject to the grievance procedure. Any employee who is participating in a drug and/or alcohol dependency treatment program, either under the City's Employee Assistance Program (EAP) or otherwise, may be required to undergo periodic drug/alcohol testing at any time at the sole discretion of management during the treatment period and for up to two (2) years following completion of any chemical dependency treatment program. Failure to continue in any follow-up treatment program such as attendance at an Alcoholics Anonymous support group or similar type of follow-up treatment as recommended by the treatment program or failure to permit such follow-up periodic testing shall be grounds for immediate discharge provided that such conditions have been clearly spelled out in writing and signed by the employee as a condition of his/her continued employment. (A copy of any such conditions shall be furnished to any bargaining unit employee's steward and to the Union.)

Any employee who has successfully gone through treatment under an EAP or treatment program while employed by the Company or within a total of five (5) years prior to his/her initial employment and who subsequently tests positive, either through periodic or reasonable suspicion testing, may be terminated.

Section 17.13 Parking

The City will permit bargaining unit members to park without charge in designated spaces near Station 1 while the employees are at work and assigned to Station 1. Such designated spaces may be double-parked.

Section 17.14 Staple Items

The City agrees to budget and allocate \$600.00 per fiscal year of this Agreement for the purchase of kitchen staple items used in the Fire Department.

Section 17.15 Non-Essential Work

Employees normal active work schedule, exclusive of responses, is 0800 to 1700, Monday through Friday and 0800 until completion of normal duties on Saturday. Outside those hours, employees will not be required to perform non-emergency and or non-essential duties, Sundays and weekdays when the municipal building is closed to observe a holiday. Notwithstanding this provision, employees shall be required to perform the following duties outside the normal active work schedule; station duties, duties to place vehicles and equipment back into services, including fire hose, auxiliary training one night a week, minimum night training exercises as suggested by I.S.O. and those functions that are part of the public relations that have been performed in the past. An exception to this provision is Shift Captains shall be required to perform administrative functions related to operations of the Department. Shift Commanders will not be required to research grievance matters other than during normal hours as defined within.

Section 17.16 Paramedic

In the future, mandatory paramedics, (i.e. Firefighter/Paramedic hired after May 1, 1989), who are promoted to the position of Lieutenant may drop their Paramedic certification anytime thereafter. Notification of intent shall be in writing and will be considered and granted if consistent with the then present operational needs of the Department, as determined by the Fire Chief.

Section 17.17 Work in Excess of 48 Hours

An employee shall work no more than 48 hours continuously. If employee is either trading time or on overtime and is scheduled to work 48 hours, he/she will not be passed in the overtime book if they are scheduled to work the day immediately following 48 hours of continuous work, or if they owe trade time and are asked to work the day immediately following their 48 continuous hours of work, they shall inform the person who requests the trade time owed that they cannot pay back the time on that date. Exceptions to this section shall be at the discretion of the Fire Chief. This section shall not apply in the event of a major fire or incident.

Section 17.18 Credit Union

If any employee so desires, the Employer agrees to a payroll deduction to be sent to the IAFF FC Credit Union or the GenFed Credit Union. The employee will authorize the amount of such deduction, furnish the address, and account number where deductions should be sent.

Upon receipt of an employee's properly signed and completed authorization form for monthly credit union deposits, the City will deduct the regular deposit amounts from the employee's paycheck

Section 17.19 Deferred Compensation

If any employee so desires, the Employer agrees to a payroll deduction to be sent to the AIG Valic Financial 457b Program or the Equitable Financial Company 457b Program. The

employee will authorize the amount of such deduction, furnish the address, and account number where deductions should be sent.

Upon receipt of an employee's properly signed and completed authorization form for credit union deposits, the City will deduct the regular deposit amounts from the employee's paycheck.

Section 17.20 Pick-Up Plan for Pension Contributions

The City of Mt. Vernon shall pick up the firefighters' contributions required by Section 4-118.1 of 40 ILCS 5/Illinois Pension Code for all salary earned. The contributions shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code pursuant to Section 414(h). These contributions shall not be included as gross income of the firefighters until they are distributed or made available. The City shall pay these contributions from the same source of funds, which is used to pay the salaries of firefighters. The City may pick up these contributions by a reduction in the cash salary of the firefighters or by an offset against a future salary increase or by a combination of a reduction in salary and offset against a future salary increase. If contributions are picked up they shall be considered for all purposes of this Article as firefighters' contributions made prior to the time that contributions were picked up.

Section 17.21 Driver License

Union members must hold and maintain a valid Illinois Driver's license. If the member's license is suspended or revoked, the member may be subject to disciplinary action.

Section 17.22 Reimbursement of Training and Related Expenses

If an employee leaves the employment of the City of Mt. Vernon during the first four years of employment, except for reason of death or disability or if the employment is terminated by the City, the City may require such employee to reimburse the City for all costs and expenses of the City paid off-site training received by the employee during their service with the City in accord with the following formula:

Service under 1 year of service:	100%
Service from 1 year to 2 years:	80%
Service from 2 years to 3 years:	60%
Service from 3 years to 4 years:	40%

Firefighters who attended approved courses paid by the City of Mt. Vernon to receive or maintain Paramedic Certification or License shall reimburse the City for all costs and expenses of the City paid training received by the firefighter during their service with the City in accord with the following formula:

Service under 1 year after completion of Paramedic Certificate/License	100%
Service under 2 years after completion of Paramedic Certificate/License	75%

Service under 3 years after completion of Paramedic Certificate/License 50%

May be waived at Department Head discretion if employee is terminated for failure to meet employment qualifications. For this to be waived, employees may not be employed in another Fire or Police position.

The amounts due for the reimbursement to be deducted from the final City of Mt. Vernon, Illinois City payroll check.

ARTICLE XVIII FIRE AND POLICE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the City of Mt. Vernon has certain statutory authority over employees covered by this Agreement, including the right to hire, fire, discipline, promote and discharge. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners, as established by applicable state law in effect as of January 1, 1988, except as expressly provided for by the terms of this Agreement which shall be superseding authority in accordance with the provisions of Article XV (a) and (b) of the ILRA.

The fees and expenses of Police & Fire Commission hearings, the court reporter's fees, copy of written transcripts shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for any other expenses it may incur, including compensating its own representatives and witnesses.

ARTICLE XIX SAVINGS CLAUSE

In the event that any of the provisions of this Agreement shall conflict with any state or federal law such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE XX DISCIPLINE

Section 20.1 Discipline

Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension, discharge, and/or demotion. When possible and practical, reprimands shall be done in a manner not to embarrass the employee before other employees or the public. The Fire Chief, in accord with the rules of the Mount Vernon Board of Fire and Police Commissioners, may impose discipline of up to and including a suspension for two and one-half (2 1/2) days for 24-hour shift personnel or up to and including 40 hours for 8 or 10 hour a day personnel, subject to the employee's right of appeal to the Board of Fire and Police Commissioners. The Assistant Fire Chief may impose discipline of up to and including a written

reprimand for all personnel. Fire Captains may impose discipline of up to an oral reprimand for all personnel. The Board of Fire and Police Commissioners, based on written charges brought by the Board, the Fire Chief, or a member of the public, shall have authority to assess all forms of discipline, up to and including discharge.

Section 20.2 **Disciplinary Action**

(a) **Disciplinary Action** When the Employer believes just cause exists to institute disciplinary action; the Employer by its agents shall have the option to assess the following penalties depending upon the seriousness of the offense:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

The authority of the Fire Chief to reprimand or suspend and the Board of Fire and Police Commissioners to suspend or discharge shall be exercised in accordance with the authority granted by the Municipal Code, *65 ILCS 5/10-2.1-17*.

(b) **Grievances As To Disciplinary Action** Grievances may be filed with respect to any disciplinary action (other than an oral and written reprimand) taken against an employee when an employee believes the disciplinary action taken is not for just cause. If the disciplinary action is a suspension ordered by the Fire Chief, the grievance shall be filed in the first instance at Step 2 of the grievance procedure within ten (10) calendar days of the imposition of discipline, and shall thereafter be processed in accordance with Article VII of the Agreement.

If the disciplinary action is for a suspension or discharge within the authority of the Board of Fire and Police Commissioners (hereinafter "Board"), a grievance as to such disciplinary action may be filed and referred to arbitration according to the following procedure:

1. At the time that the Chief files charges with the board, he shall notify the affected employee and the Union of such action.
2. The employee and/or the Union may then file a grievance contesting the just cause of such charges. Such grievance shall be filed within seven (7) days of receiving notice and shall be initially filed at Step 2 with the City Manager with a copy to the Board.
3. If a grievance is filed, it may be referred to arbitration in accordance with the provisions of Section 7.3 of this Agreement except that the notice of referral to arbitration shall be given within ten (10) days of the date of the meeting with the City Manager.
4. If the grievance is referred to arbitration by the Union, the following additional conditions shall apply:

- a. The notice to refer the disciplinary grievance to arbitration shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee (s) waiving any and all rights he/she may have to appeal the subject action to the Board (in the case of disciplinary action imposed by authority of the Fire Chief) or to seek judicial review pursuant to the Administrative Review Act (in the case of disciplinary action within the jurisdiction of the Board). Any notice of referral to arbitration filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it. Any appeal for judicial review of an arbitrator's award shall be in accordance with provisions of the Uniform Arbitration Act, 710 ILCS 5/1.
 - b. Upon receipt of such notice referring the grievance to arbitration, the Fire Chief may issue a final order implementing the disciplinary action specified in the charges filed with the Board without further hearing and the charges shall be withdrawn from the jurisdiction of the Board. The grievance as to whether such Board action is supported by just cause shall be heard before an impartial arbitrator as provided in Section 7.3 of the grievance procedure, except striking from the panel shall be alternate and the order of striking shall be determined by a coin flip unless the grievance is settled upon terms acceptable to the Union, the employee, and the City.
5. If no grievance is filed or the Union does not refer the grievance to arbitration, the charges shall proceed to hearing and determination by the Board.
 6. The City may discipline employees for off-duty conduct that violates the law or departmental policies, or brings disrepute on the department. All officers shall be given paper or electronic copies of newly-created or amended policies.

ARTICLE XXI PROMOTIONS

Section 21.1 General

Promotions to the ranks of Fire Captain and Fire Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003, 50 ILCS 742/1 *et seq.* (hereinafter the "Act"). Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 21.2 Vacancies

This Article applies to promotions to vacancies in the ranks of Fire Captain and Fire Lieutenant. Promotional vacancies to such positions shall be filled in accordance with the procedures of the Act.

Section 21.3 Eligibility

All promotions to the rank of Fire Lieutenant shall be made from employees in the next lower rank who have at least three (3) years of seniority in the Fire Department and are no longer on probation. All promotions to the rank of Fire Captain shall be made from employees in the next lower rank who have at least two (2) years of seniority as Fire Lieutenants. Anniversaries of service, which affect eligibility, will be considered to occur on January 1st of the calendar year in which the examination is administered.

Section 21.4 Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

a. For the position of Fire Lieutenant: % Weight

1. Written examination (\$35)	55%
2. Seniority (\$40)	10%
3. Ascertained merit (\$45)	10%
4. Subjective component (\$50)	25%
a. Commission oral interview	10%
b. Chief points	5%
c. Departmental evaluations	10%

b. For the position of Fire Captain:

1. Written examination (\$35)	50%
2. Seniority (\$40)	10%
3. Ascertained merit (\$45)	10%
4. Subjective component (\$50)	30%
a. Commission oral interview	10%
b. Chief points	10%
c. Departmental evaluations	10%

Section 21.5 Test Components

1. Written Examinations. The written examination shall be administered in accordance with the provisions of Section 35 of the Act and after the determination and posting of the subjective evaluation scores, seniority points, and ascertained merit points.
2. Seniority Points. Candidates for promotion shall receive a maximum of 10 seniority points, with each completed year of service being credited .667 points, up to a maximum of 15 years. Seniority points shall be awarded based upon the candidate's anniversary date of service falling in the calendar year in which the exam is

administered.

3. Ascertained Merit. Candidates for promotion shall receive points for ascertained merit, based on education, training, and certifications in subjects, and skills related to the fire service, based on the schedule attached as Promotions Appendix. A maximum of 10 points for ascertained merit may be awarded to a candidate for promotion.
4. Subjective Evaluation. Subjective components shall include the following:
 - a. An oral examination by the Board of Fire and Police Commissioners (up to a maximum of 10 points).
Points awarded for past performance evaluations received over the previous 24 months (up to 10 points). Points awarded for past evaluations shall be based on a proportional ratio to the numerical scores actually achieved on such evaluations.
 - b. Points awarded by the Fire Chief (up to 5 points for Lieutenants and up to 10 points for Captains). The Fire Chief shall award points based on job-related merit criteria uniformly applied to all candidates.
 - c. Points awarded by the Fire Chief shall be based on a good faith assessment by the Fire Chief of how the candidate for promotion is projected to fare on such a performance evaluation as if they had been awarded the sought after promotion. The points thus awarded shall be consistent with and proportional to the numerical scores for such a projected evaluation, applying the rating criteria of the projected evaluation instrument to the candidate's performance. Examples of such criteria that may be used by the Fire Chief include but are not limited to leadership skills, teamwork, including that evidenced by participation in departmental, divisional and committee work, supervisory evaluations, decision-making, interpersonal skills, and disciplinary history. Such criteria shall be disclosed to the Union and the applicants at least 90 days prior to the awarding of the points.
5. Veterans' preference points. Veterans' preference points shall be awarded in accordance with the provisions of Section 55 of the Act, after posting of the preliminary promotion list and upon written application for the preference points.

Section 21.6 Scoring of Components

Each component of the promotional test shall be scored initially on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total possible score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

A candidate on the preliminary promotions list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and

added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be posted and copies provided to the Union and all candidates.

Section 21.7 Right to Review

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority. Any disputes as to such matters may be resolved as provided by law, or Article VII of this Agreement, as applicable.

Section 21.8 Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article VII of this Agreement.

Section 21.9 Maintenance of Promotional Lists

Final eligibility lists shall be effective for a period of 3 years. The Employer shall take all necessary steps to ensure that the Mt. Vernon Board of Fire and Police Commissioners maintains in effect current eligibility lists so that promotional vacancies are filled as required by the Act.

Promotions Appendix

Pursuant to Article 21, Section 5(C), employees are eligible to receive a maximum of 10 points for "ascertained merit". Ascertained merit shall be initially determined on a 100-point scale, to be achieved based upon the following point system:

Lieutenant

Fire Prevention Principals

10

Tactics and Strategy I	10
Instructor I	10
Management I	10
Management II	10
Company Fire Officer I (Provisional)	10
F AE	3
Roadway/VM Tech	3
Hazmat Tech (A & B)	6
Airport	3
Advanced Firefighter or Equivalent	3
<u>Associate's Degree</u>	
Fire Science	10
Other Studies	5
<u>Bachelor's Degree</u>	
Fire Technology	15
Other Studies	7.5

Captain

Tactics and Strategy II	7.5
Management III	7.5
Management IV	7.5
Instructor II	7.5
Advanced Company Fire Officer (Provisional)	7.5
IDPH-certified Paramedic	12.5

Additionally, any achievements listed in Column A shall be added at 50% of its value for Captain, except for Associate's and Bachelor's degrees, which shall be computed at full value.

Additionally, each emergency services related course successfully completed through a State or Federal training agency or accredited College or University over 40-hours above Firefighter II that is not listed above shall be worth one (1) point.

The candidate's total aggregate score (up to 100) shall then be scaled by the weighting factor of 10 percent (multiplying by 0.1) for the final ascertained merit score for promotional purposes.

**ARTICLE XXX
TERMINATION**

This Agreement shall take effect May 1, 2026, upon approval of and execution by the City Council of the City of Mt. Vernon and by the requisite authority of the Union and shall continue in full force and effect until and including April 30, 2030.

This Agreement shall not be canceled by either party from and after its effective date until and including April 30, 2030. This Agreement shall continue in full force and effect from year to year thereafter unless the City or the Union provides written notice that it desires to cancel or amend the Agreement not later than ninety (90) days prior to its expiration. If

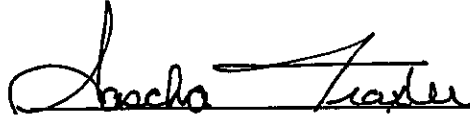
written notice is given accordingly, negotiations to amend or modify the Agreement shall begin no later than sixty (60) days prior to its expiration.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

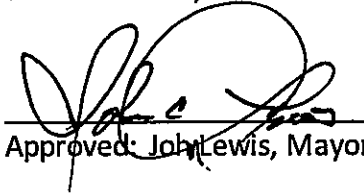
CITY OF MT. VERNON:



Nathan McKenna, City Manager



Sascha Traxler, Director of Human Resources




Approved: John Lewis, Mayor



Attested: Rebecca Barbour, City Clerk

**LOCAL 738 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:**



Brian Pendley, President



Brad Baum, Committeeman



Chris Heiken, Committeeman

APPENDIX A

Grievance No. _____

**GRIEVANCE FORM *
STEP 1**

Statement of Grievance and Relevant Facts: _____

Date(s) of Alleged Contract Violation: _____

Contract Provision(s) Allegedly Violated: _____

Relief Requested: _____

Receipt Acknowledged by Fire Chief:

Signature

Date Received

Response of Fire Chief: _____

Date Delivered to Grievant: _____

Receipt Acknowledged by Grievant:

Signature

Date Received

*If additional space is needed, attach clearly labeled supplemental sheets and date and sign them.

STEP 2

Appealed to Step 2: Yes _____ No _____

To the extent possible, reasons grievant believes the grievance was not satisfactorily resolved at prior step: _____

Receipt of Appeal Acknowledged

By City Manager: _____
Signature Date Received

Date of Grievance Meeting, if any: _____

City Manager's Response: _____

City Manager's Signature: _____

Date Delivered to Grievant: _____

Receipt Acknowledge by

Grievant: _____
Signature Date Received

APPEAL TO ARBITRATION

Does the Union wish to Appeal to Arbitration: Yes _____ No _____

Signature of Union Official Authorizing
Appeal to Arbitration: _____ Date: _____

Receipt of Notice of Appeal Acknowledged by City Manager:

Signature of City Manager Date Received

APPENDIX B

(Revised 5-26-97)
Relating to Section 2.6

RULES GOVERNING LEAVE FOR UNION FUNCTIONS

- 1) Form for Union membership approval.
- 2) Majority of membership at Union meeting approval request for Union member to request time off.
- 3) For any training seminars, the Union has to provide reimbursement for person attending seminar if requested by the Union.
- 4) After approval by Union membership, request shall be submitted to Fire Chief.
- 5) Request for official Union business signed off by President and Secretary of Union and person requesting time off. This form will be turned into the Chief for his approval.
- 6) Time off will be actual hours of approved function with appropriate travel time unless more time is authorized by the Fire Chief.
- 7) The person requesting time off has to have stand-by all day when gone. Stand-by will be utilized before overtime is instituted. No more that one person from a shift will be allowed to attend Union functions while on duty.
- 8) Vacation day, personal days, comp. days, and sick days come before Union business.
- 9) If Union seminars are held more than one (1) day, duty day will not be requested and person can use own time.
- 10) When on Union business, personnel will not be considered on duty, except for pay purposes. City has no liability for Workmen's Compensation claims or on-duty pension request, if someone is injured while performing Union functions outside the City.
- 11) Types of Union functions for which request for approval can be granted are:
 - a) Grievance
 - b) Conference/Conventions
 - c) Muscular Dystrophy Association
- 12) Seminars
Training that is missed, due to attendance at approved Union function, shall be made up on the next scheduled shift of the person missing training.

FIREFIGHTER SALARY CHART

May 1, 2026, Throught April 30, 2030

		\$2.00	4.00%	Paramedic	3.00%	Paramedic	3.00%	Paramedic	3.00%	Paramedic
			Increase	Pay if Eligible	Increase	Pay if Eligible	Increase	Pay if Eligible	Increase	Pay if Eligible
	4/30/2026	5/1/2026	5/1/2026	4.50%	5/1/2027	4.50%	5/1/2028	4.50%	5/1/2029	4.50%
Start	58,057	63,881	66,436	2,990	68,429	3,079	70,482	3,172	72,597	3,267
Step 1	60,702	66,526	69,187	3,113	71,263	3,207	73,401	3,303	75,603	3,402
Step 2	61,308	67,133	69,818	3,142	71,913	3,236	74,070	3,333	76,292	3,433
Step 3	61,921	67,745	70,455	3,170	72,569	3,266	74,746	3,364	76,988	3,464
Step 4	62,537	68,364	71,099	3,199	73,232	3,295	75,429	3,394	77,692	3,496
Step 5	63,163	68,986	71,746	3,229	73,898	3,325	76,115	3,425	78,399	3,528
Step 6	63,799	69,619	72,403	3,258	74,575	3,356	76,813	3,457	79,117	3,560
Step 7	64,435	70,261	73,071	3,288	75,264	3,387	77,521	3,488	79,847	3,593
Step 8	65,080	70,903	73,739	3,318	75,952	3,418	78,230	3,520	80,577	3,626
Step 9	65,732	71,555	74,417	3,349	76,650	3,449	78,949	3,553	81,317	3,659
Step 10	66,388	72,213	75,102	3,380	77,355	3,481	79,676	3,585	82,066	3,693
Step 11	67,050	72,876	75,791	3,411	78,065	3,513	80,407	3,618	82,819	3,727
Step 12	67,721	73,545	76,486	3,442	78,781	3,545	81,144	3,651	83,579	3,761
Step 13	68,398	74,222	77,191	3,474	79,507	3,578	81,892	3,685	84,349	3,796
Step 14	69,084	74,906	77,902	3,506	80,239	3,611	82,646	3,719	85,126	3,831
Step 15	69,773	75,599	78,623	3,538	80,981	3,644	83,411	3,753	85,913	3,866
Step 16	70,471	76,295	79,347	3,571	81,727	3,678	84,179	3,788	86,704	3,902
Step 17	71,176	77,000	80,080	3,604	82,482	3,712	84,957	3,823	87,505	3,938
Step 18	71,888	77,712	80,820	3,637	83,245	3,746	85,742	3,858	88,314	3,974
Step 19	72,606	78,431	81,568	3,671	84,015	3,781	86,536	3,894	89,132	4,011
Step 20	73,333	79,156	82,322	3,705	84,792	3,816	87,336	3,930	89,956	4,048
Step 21	74,065	79,890	83,086	3,739	85,579	3,851	88,146	3,967	90,790	4,086
Step 22	74,806	80,630	83,855	3,773	86,370	3,887	88,962	4,003	91,630	4,123
Step 23	75,551	81,378	84,633	3,808	87,172	3,923	89,787	4,040	92,481	4,162
Step 24	76,308	82,131	85,416	3,844	87,978	3,959	90,618	4,078	93,336	4,200
Step 25	77,071	82,895	86,211	3,879	88,797	3,996	91,461	4,116	94,205	4,239
Step 26	77,841	83,666	87,012	3,916	89,623	4,033	92,311	4,154	95,081	4,279
Step 27	78,619	84,443	87,821	3,952	90,456	4,071	93,169	4,193	95,965	4,318
Step 28	79,406	85,229	88,638	3,989	91,298	4,108	94,036	4,232	96,858	4,359
Step 29	80,200	86,024	89,465	4,026	92,149	4,147	94,913	4,271	97,761	4,399
Step 30	81,003	86,826	90,299	4,063	93,008	4,185	95,798	4,311	98,672	4,440

NO CAP ON NUMBER OF STEPS

Paramedic Pay = 4.5% each year

Lieutenants										
May 1, 2026 Through April 30, 2030										
		\$2.00	4.00%	Paramedic	3.00%	Paramedic	3.00%	Paramedic	3.00%	Paramedic
			Pay if Eligible	Pay if Eligible	Pay if Eligible	Pay if Eligible	Pay if Eligible	Pay if Eligible	Pay if Eligible	Pay if Eligible
	4/30/2026	5/1/2026	5/1/2026	4.50%	5/1/2027	4.50%	5/1/2028	4.50%	5/1/2029	4.50%
Start	62,619	68,443	71,181	3,203	73,316	3,299	75,516	3,398	77,781	3,500
Step 1	65,509	71,333	74,186	3,338	76,412	3,439	78,704	3,542	81,065	3,648
Step 2	66,163	71,988	74,868	3,369	77,114	3,470	79,427	3,574	81,810	3,681
Step 3	66,826	72,649	75,555	3,400	77,821	3,502	80,156	3,607	82,561	3,715
Step 4	67,496	73,318	76,251	3,431	78,539	3,534	80,895	3,640	83,322	3,749
Step 5	68,167	73,995	76,955	3,463	79,263	3,567	81,641	3,674	84,091	3,784
Step 6	68,850	74,673	77,660	3,495	79,989	3,600	82,389	3,708	84,861	3,819
Step 7	69,539	75,363	78,377	3,527	80,728	3,633	83,150	3,742	85,645	3,854
Step 8	70,235	76,058	79,101	3,560	81,474	3,666	83,918	3,776	86,435	3,890
Step 9	70,938	76,761	79,832	3,592	82,227	3,700	84,694	3,811	87,234	3,926
Step 10	71,647	77,471	80,570	3,626	82,987	3,734	85,477	3,846	88,041	3,962
Step 11	72,364	78,187	81,315	3,659	83,754	3,769	86,267	3,882	88,855	3,998
Step 12	73,087	78,912	82,068	3,693	84,530	3,804	87,066	3,918	89,678	4,036
Step 13	73,819	79,642	82,828	3,727	85,312	3,839	87,872	3,954	90,508	4,073
Step 14	74,556	80,381	83,596	3,762	86,104	3,875	88,687	3,991	91,348	4,111
Step 15	75,301	81,126	84,371	3,797	86,902	3,911	89,509	4,028	92,194	4,149
Step 16	76,055	81,878	85,153	3,832	87,708	3,947	90,339	4,065	93,049	4,187
Step 17	76,817	82,640	85,945	3,868	88,523	3,984	91,179	4,103	93,915	4,226
Step 18	77,584	83,409	86,746	3,904	89,348	4,021	92,028	4,141	94,789	4,266
Step 19	78,359	84,184	87,551	3,940	90,178	4,058	92,883	4,180	95,670	4,305
Step 20	79,143	84,967	88,365	3,976	91,016	4,096	93,747	4,219	96,559	4,345
Step 21	79,933	85,758	89,189	4,013	91,864	4,134	94,620	4,258	97,459	4,386
Step 22	80,733	86,556	90,019	4,051	92,719	4,172	95,501	4,298	98,366	4,426
Step 23	81,541	87,364	90,859	4,089	93,585	4,211	96,392	4,338	99,284	4,468
Step 24	82,357	88,180	91,708	4,127	94,459	4,251	97,293	4,378	100,211	4,510
Step 25	83,181	89,005	92,565	4,165	95,342	4,290	98,202	4,419	101,148	4,552
Step 26	84,012	89,837	93,430	4,204	96,233	4,330	99,120	4,460	102,094	4,594
Step 27	84,852	90,676	94,303	4,244	97,132	4,371	100,046	4,502	103,048	4,637
Step 28	85,700	91,525	95,186	4,283	98,041	4,412	100,982	4,544	104,012	4,681
Step 29	86,558	92,381	96,076	4,323	98,959	4,453	101,927	4,587	104,985	4,724
Step 30	87,423	93,248	96,977	4,364	99,887	4,495	102,883	4,630	105,970	4,769

NO CAP ON NUMBER OF STEPS

PARAMEDIC PAY= 4.5% EACH YEAR

Captains

May 1, 2026, Through April 30, 2030

	\$2.00	4.00%	Paramedic	3.00%	Paramedic	3.00%	Paramedic	3.00%	Paramedic	
		Pay if Eligible		Pay if Eligible		Pay if Eligible		Pay if Eligible		
	4/30/2026	5/1/2026	5/1/2026	4.50%	5/1/2027	4.50%	5/1/2028	4.50%	5/1/2029	4.50%
Start	68,197	74,021	76,982	3,464	79,291	3,568	81,670	3,675	84,120	3,785
Step 1	71,363	77,187	80,274	3,612	82,683	3,721	85,163	3,832	87,718	3,947
Step 2	72,078	77,901	81,017	3,646	83,447	3,755	85,951	3,868	88,529	3,984
Step 3	72,799	78,623	81,768	3,680	84,221	3,790	86,747	3,904	89,350	4,021
Step 4	73,527	79,351	82,525	3,714	85,001	3,825	87,551	3,940	90,177	4,058
Step 5	74,263	80,086	83,290	3,748	85,788	3,860	88,362	3,976	91,013	4,096
Step 6	75,005	80,830	84,063	3,783	86,585	3,896	89,182	4,013	91,858	4,134
Step 7	75,753	81,579	84,842	3,818	87,387	3,932	90,009	4,050	92,709	4,172
Step 8	76,513	82,335	85,628	3,853	88,197	3,969	90,843	4,088	93,568	4,211
Step 9	77,278	83,102	86,426	3,889	89,019	4,006	91,690	4,126	94,440	4,250
Step 10	78,050	83,875	87,230	3,925	89,847	4,043	92,542	4,164	95,318	4,289
Step 11	78,832	84,655	88,041	3,962	90,682	4,081	93,402	4,203	96,204	4,329
Step 12	79,619	85,444	88,862	3,999	91,528	4,119	94,274	4,242	97,102	4,370
Step 13	80,415	86,239	89,689	4,036	92,379	4,157	95,151	4,282	98,005	4,410
Step 14	81,221	87,043	90,525	4,074	93,241	4,196	96,038	4,322	98,919	4,451
Step 15	82,033	87,857	91,371	4,112	94,113	4,235	96,936	4,362	99,844	4,493
Step 16	82,852	88,677	92,224	4,150	94,991	4,275	97,841	4,403	100,776	4,535
Step 17	83,679	89,505	93,085	4,189	95,877	4,314	98,754	4,444	101,716	4,577
Step 18	84,517	90,340	93,953	4,228	96,772	4,355	99,675	4,485	102,665	4,620
Step 19	85,364	91,186	94,834	4,268	97,679	4,396	100,609	4,527	103,627	4,663
Step 20	86,217	92,042	95,723	4,308	98,595	4,437	101,553	4,570	104,599	4,707
Step 21	87,079	92,903	96,619	4,348	99,518	4,478	102,503	4,613	105,579	4,751
Step 22	87,952	93,774	97,525	4,389	100,450	4,520	103,464	4,656	106,568	4,796
Step 23	88,830	94,656	98,442	4,430	101,395	4,563	104,437	4,700	107,570	4,841
Step 24	89,718	95,542	99,364	4,471	102,345	4,606	105,415	4,744	108,578	4,886
Step 25	90,614	96,439	100,297	4,513	103,306	4,649	106,405	4,788	109,597	4,932
Step 26	91,521	97,344	101,238	4,556	104,275	4,692	107,403	4,833	110,625	4,978
Step 27	92,437	98,260	102,191	4,599	105,256	4,737	108,414	4,879	111,666	5,025
Step 28	93,361	99,185	103,153	4,642	106,247	4,781	109,435	4,925	112,718	5,072
Step 29	94,294	100,119	104,123	4,686	107,247	4,826	110,464	4,971	113,778	5,120
Step 30	95,237	101,061	105,103	4,730	108,256	4,872	111,504	5,018	114,849	5,168

NO CAP ON NUMBER OF STEPS

Paramedic Pay = 4.5% each year