

***Collective Bargaining Agreement***

**Between**

**CITY OF MOUNT VERNON, ILLINOIS**

**AND**

**THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA,  
THE SOUTHERN & CENTRAL ILLINOIS DISTRICT COUNCIL,  
AND, LABORERS' LOCAL #1197**

**AND**

**THE TEAMSTERS AUTOMOTIVE, PETROLEUM AND  
ALLIED TRADES, LOCAL #50**

**MAY 1, 2022 THROUGH APRIL 30, 2026**

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## **AGREEMENT**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, between the City of Mt. Vernon, Illinois, hereinafter called the City, an Illinois Municipal Corporation, Laborers International of America, Southern & Central Illinois District Council Local #1197, and the Teamsters Automotive, Petroleum and Allied Trades, Local #50, jointly hereinafter called Union;

### **WITNESSETH:**

That WHEREAS, the City has voluntarily endorsed the practice and procedures of collective negotiations as a fair and orderly way of conducting its relations with its permanent, non-supervisory, non-clerical employees engaged in maintenance, construction and normal labor within the Public Works Department, Parks Department, Public Utilities Department, Fire Department, and Fleet Services Department, hereinafter more fully defined as the bargaining unit, as such practices and procedures are appropriate to functions and obligations of the City to retain their right to operate the City government effectively and in a responsible and efficient manner; and

WHEREAS, it is the purpose of the parties to set forth their entire Agreement covering rates of pay, wages, hours of employment and other conditions of employment, to increase the efficiency and productivity of employees represented by the Union, and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operations of the City; and

WHEREAS, the City and the Union agree that in the interests of collective bargaining and harmonious relations they will at all times abide by the terms and conditions of this Agreement; and

WHEREAS, the City and the Union regard all employees represented by the Union as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and their fellow employees;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, THE PARTIES DO HEREBY MUTUALLY COVENANT AND AGREE AS FOLLOWS:

**ARTICLE 1**  
**RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for non-supervisory, non-clerical employees engaged in maintenance, construction or manual labor in the Public Works Department, Parks Department, Public Utilities Department, Fire Department, and Fleet Services Department.

For the purpose of clarification, the phrase, "non-supervisory, non-clerical employees engaged in maintenance, construction, or manual labor" shall be defined as Skilled Labor City Employees who are represented by the Union. those permanent employees employed in the following classifications:

Laborer  
Operator  
Special Skilled – Public Utilities Department  
Special Skilled – Public Works and Parks Department  
Special Skilled Mechanic

Classifications describing similar work in the above listed departments, which are mutually determined and agreed upon by the City and the Union, shall also be represented by the Union.

The City further agrees to negotiate in good faith with the Union with respect to wages, hours, and conditions of employment.

**ARTICLE 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.

The City shall provide written notice to the Union of new employees hired in the bargaining unit. The Union shall provide written notice to the City listing all current members of the bargaining unit.

**ARTICLE 3**  
**DUES CHECK OFF**

Upon receipt of a properly signed and completed authorization form for dues check off, the City will deduct the appropriate dues from each employee's paycheck. Dues check off authorization forms shall be honored for employees represented by the Union and when they are received at least ten (10) days prior to the payday on which dues are to be deducted. All dues check off authorizations shall be submitted to the Finance Director. Dues will be deducted twice per month from employee's paychecks. Bi-monthly dues will be calculated by taking monthly dues multiplied by 12 and divided by 24 pay periods.

**ARTICLE 4**  
**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, to promulgate or discontinue policies from time to time, amend policies, and enforce policies, so long as those policies are not in conflict with this Agreement; and to set standards of services for the public, except where expressly and specifically restricted by the provisions of this Agreement.

The City of Mt. Vernon shall provide each employee an updated City of Mt. Vernon Employee Policy Manual.

The City and the Union further agree that the City possesses the sole right and authority to contract out for goods and services provided such actions do not result in a layoff or reduction of hours worked by employees represented by the Union.

**ARTICLE 5**  
**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 6**  
**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, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service, or union affiliation. Masculine pronouns and nouns used in this Agreement shall be construed to mean employees of either sex.

**ARTICLE 7**  
**UNIVERSAL EQUIPMENT & LABOR**

Tools, machinery, equipment, and labor shall be interchangeable from one department to another with consent of the Department Head without regard to any Union recognition clause in any contract between the City and any other Union representing the City employees.

**ARTICLE 8**  
**SENIORITY**

Seniority shall be defined as the employee's length of service since their first date of hire within the bargaining unit (see "Temporary Help Seniority" below). In the event of layoff or outsourcing,

seniority shall prevail and be Citywide within the bargaining units of Laborers Local #1197 and Teamsters Local #50.

Departmental seniority shall be defined as seniority within any of the departments covered by this Union, covered by this Agreement. If an employee bids or otherwise serves in a position in another department through his own choosing and leaves a department into which he was originally hired, or his employment is terminated, he shall, upon returning to the original department or any other department exercising city seniority, be placed at the bottom of his departmental seniority list.

When an employee is transferred other than by his own choosing to another department and is returned for any reason to his original department, he shall retain all of his seniority and be free to exercise the same.

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

- a. quits;
- b. is discharged (and not reinstated);
- c. retires;
- d. falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the City Manager;
- e. fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- f. is laid off and fails to respond to a notice of recall within five (5) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 14 of this Agreement;
- g. upon an employee being appointed and/or qualified to a classification outside the bargaining unit through his own choosing;
- h. upon an employee being on lay-off for a period of three (3) years or longer.
- i. does not perform bargaining unit work for the City for a period in excess of twenty-four (24) months; or
- j. is absent for three (3) consecutive working days without notification to or authorization from the City.

### **Temporary Help Seniority**

Temporary Help employees do not earn any seniority rights unless they are employed for two (2) or more consecutive seasons and are awarded full-time positions in the Bargaining Unit. When a Temporary Help employee is awarded a full-time position, the bargaining unit seniority date shall be the first date of hire without a break in service plus the number of months worked as Temporary Help.

**For example:**

Temporary Help dates:	May 1 through October 31, 2011 – 6 months May 1 through August 31, 2012 – 4 months
Full time appointment date:	September 1, 2012
Bargaining Unit seniority date:	November 1, 2011 (10 months backwards from full- time date)
City seniority date (leave accrual basis):	May 1, 2012 (First date of hire without a break in service)
Departmental seniority date:	First date of hire in Department without a break in service

For clarification purposes, the following terms and definitions are set forth: 1) Union seniority determines the basis for bidding; 2) City seniority determines the basis for leave time accrual; and, 3) City full-time date determines placement on the salary schedule. This is as it has always been in practice but puts it in writing. i.e. An employee hired from temporary laborer to full-time laborer without a break in services remains at the start step for six months from the date of full-time hire at which time he/she advances to the 6-month step.

## **ARTICLE 9**

### **BIDDING PROCEDURES AND QUALIFICATION PERIODS**

When a vacancy arises in a classification represented by the Union, the vacancy shall be posted for a period of at least seven (7) calendar days. Employees represented by the Union may bid on a vacancy in the next higher classification by signing the bid sheet on or before the deadline listed on the bid notice. Employees who do not properly sign the bid sheet on or before the deadline may not be considered.

For higher classification, the employee will be blended from his existing pay rate to an equal pay rate in the new classification "or the next higher." He will also receive a five-step rate increase in the new classification. Upon successful completion of his ninety-day qualification period or a period less than ninety-days, if the City determines that the employee has met the qualifications of the new position, the employee will then receive one additional step rate increase in the new classification provided that the total increase in annual wage rate does not exceed \$2,000.00 per classification.

If the employee's "blend" to an equal pay rate in each new classification, or any point on the 5 step increase exceeds an annual wage increase of \$2,000.00, then the employee will be placed in the pay scale of the new classification at the step that would represent a pay increase as close to but without exceeding \$2,000.00 per year. If "blend" to the "Start" step of the new position exceeds \$2,000.00, the employee will be promoted to the new position at the "Start" step.

Upon an employee bidding to a lower classification, the employee will be blended from his existing pay rate to an equal pay rate in the new classification "or the next lower". He will also receive a five-step rate decrease in the new classification. If the employee's "blend" to an equal pay rate in the new classification, or any point on the 5-step decrease exceeds an annual wage decrease of \$2,000.00, then the employee will be placed in the pay scale of the new classification at the step that would represent a pay decrease as close to but without exceeding \$2,000.00 per classification.

The employee with the greatest seniority in the department or division where the vacancy exists (from the employees who properly sign the bid sheet) shall be promoted to the vacancy with the appropriate increase in pay.

If no employee in the department or division where the vacancy exists bids on the vacancy, then the employee with the greatest overall seniority in the bargaining unit shall be promoted to the vacancy with the appropriate increase in pay.

If no employee in the bargaining unit bids on the vacancy, the City Manager shall be free to fill the position from applicants outside the bargaining unit. An applicant so selected shall be considered a new appointment under the terms of this Agreement.

Once an employee has been promoted to a vacancy through the bidding procedure, he/she shall serve a qualification period of a minimum of thirty (30) calendar days up to a maximum of ninety (90) calendar days from the date of their promotion. The purpose of the qualification period shall be to determine the employee's demonstrated ability to fulfill the requirements of the position. If it is determined that the employee cannot fulfill the minimum requirements, he/she shall be returned to their former position with no loss of seniority at their appropriate former salary and the vacancy shall be re-bid according to the procedures described in this section.

The City Manager shall determine the employee's ability to fulfill the requirements of the position. If the employee or the Union disagrees with the determination of the City Manager and the Department Head, they may appeal the determination as described in the grievance procedure.

Newly appointed employees undergoing their initial 180-day probationary periods may not bid on any job vacancies until their probationary periods are successfully completed.

Employees on an approved disability leave shall be notified of the vacancy by certified letter. He shall then exercise his seniority rights within the posting period. However, if he is the successful bidder, he will not be promoted to the new position until he comes back to active duty.

If the bid position fills a vacancy caused by another employee being promoted to a higher position and the employee does not qualify for the higher position within the qualification period, the employee shall be returned to their former position and both positions will be re-bid.

Seniority shall be the determining factor for shift preference when two (2) or more shifts are necessary. There shall be a minimum of one (1) full-time employee assigned to each shift.

## **ARTICLE 10**

### **NEW APPOINTMENTS**

The City Manager shall have the sole authority to appoint employees to the City's service and to appoint a new hire to any union job classification, if no member of the bargaining unit qualifies. All new appointments to the City's service shall be based solely upon an individual's qualifications, experience, fitness, and suitability for municipal employment. An individual's qualifications, experience, fitness, and suitability for municipal employment shall be considered for the position to be filled as well as for any position or classification the individual may be eligible to bid upon in the future.

A newly appointed employee may be dismissed without cause during their initial one hundred eighty (180) calendar days of employment and shall have no recourse for appeal under the terms of this Agreement.

Newly appointed employees do not accumulate any paid vacation leave or personal leave benefits until their 180-day probationary period is successfully completed. Once successfully completed, leave balances are calculated from date of hire.

If a temporary employee without a break in service is awarded a permanent position in the bargaining unit, then that employee's 180-day probationary period would start from his first date of hire without a break in service.



**ARTICLE 11**  
**TEMPORARY HELP IN THE BARGAINING UNIT**

Temporary help in the bargaining unit shall be classified as either scheduled or unscheduled based on the purpose that the temporary help is brought in to fill. Scheduled temporary employment in the bargaining unit shall not exceed 999 hours in any one consecutive season. Scheduled temporary employment shall not qualify for vacation, holidays, personal leave, or birthday benefits, nor paid sick leave. City uniforms provided will be determined by the City Manager. Temporary help shall be required to provide their safety shoes.

Unscheduled temporary employment shall be established by mutual consent of management and the representative of the bargaining unit in order to fulfill unforeseen laborer shortages. Benefits for unscheduled temporary help shall be the same as outlined for scheduled temporary help.

Temporary employees covered by this agreement and holding a valid Commercial Driver's License shall be paid starting at the beginning laborer rate. They are not subject to any recall provisions.

Temporary employees covered by this agreement without a valid Commercial Driver's License will be paid at 80% of the starting laborer's rate. Starting laborer's rate shall be paid when the temporary laborer obtains a valid Commercial Driver's License. They are not subject to any recall provisions.

If a temporary employee without a break in service is awarded a permanent position in the bargaining unit, then that employee's City seniority benefits would accrue from his first date of hire without a break in service

As a condition of employment, employees, including temporary help in the bargaining unit must pass the written Illinois Commercial Driver License test within 30 days of employment, obtain a CDL license within 60 days of employment, and must maintain a CDL license while employed.

Temporary help in this bargaining unit does not include seasonal help hired in the Parks and Recreation Department to supervise JTPA and Community Service crews, assist the swimming pool operations and other summer recreation programs.

Temporary employees are not eligible for overtime unless full-time employees within the same Department have declined the overtime. However, if a Temporary employee is working on a job, which requires overtime hours to complete, he can remain on the job and earn overtime after the overtime is offered to the other full-time employees on the same job. Any specific overtime job that requires a reduction in workforce, temporary employees shall be dismissed from that job first.

Before a temporary position is filled by an outside applicant, the temporary position shall be offered to laid-off full-time employees. While in a temporary position, these employees shall receive the rate of pay at the pro-rated step and have bidding rights. These employees shall receive no other City benefits such as leave time, health insurance, and IMRF.

## **ARTICLE 12**

### **LAYOFFS**

The City Manager shall have the sole authority to determine when layoffs are necessary and which classifications are to be vacated. When the City Manager determines that layoffs are necessary, he shall follow the layoff procedures described in this section.

The City Manager shall first determine which classifications in which departments are to be vacated. In the event of the layoff of a permanent full-time employee, a notice of lay-off shall be posted in a conspicuous location for a minimum of thirty (30) calendar days before the lay-off. In the event of vacating a bargaining unit position, which does not result in the lay-off of a full-time employee, the notice shall be posted for a minimum of seven (7) days before the effective date. For temporary or part-time employees, no notice of lay-off is required.

An employee in a classification represented by the Union which is to be vacated, may "bump" another employee in the same department or division, provided he has greater departmental or division seniority and meets the minimum requirements for the position. An employee "bumping" another employee in a different classification represented by the Union shall be placed at the appropriate salary for the new position.

An employee who is "bumped" and cannot "bump" another employee in his own department or division, who is represented by the Union, may "bump" employees in other departments or divisions who are represented by the bargaining unit, provided he has greater seniority in the bargaining unit.

An employee who cannot "bump" another employee shall be laid off without pay and without benefits.

If an opening arises within the bargaining unit while employee(s) are on layoff, the employee with the greatest seniority within the bargaining unit shall be recalled by registered letter.

An employee on layoff who is called back to work and refuses, for whatever reason, to return to work shall be considered to have resigned. An employee who is recalled within three (3) years of his layoff shall receive credit for his previously earned seniority upon his return to work.

If necessary, in order to prevent further employee layoffs, the City and the Union agree to review the implementation of a four-day week.

The representative of the Bargaining Unit may meet with the City Manager to discuss the rationale for the layoff; however, any discussion shall be nonbinding.

In the event the City sells Water and Sewer assets, purchaser agrees to pay 100% of Vacation and Sick Time to employees displaced by the sale.

**ARTICLE 13**  
**RESIGNATIONS**

In order to resign in good standing, employees must submit a written, fourteen (14) calendar day notice of resignation to their Department Head. The day the notice is presented to the Department Head shall be considered the first day of the notice of resignation.

**ARTICLE 14**  
**DISCIPLINE**

Employees shall only be disciplined for just cause.

Disciplinary action may be in the form of oral reprimand, written reprimand, suspension from duty without pay, or dismissal.

Oral and written reprimands may be issued by any Department Head, but suspensions without pay and dismissals must be approved by the City Manager before becoming effective. The employee shall be given a copy of any written reprimand, suspensions without pay or dismissal at the time disciplinary action is administered and a copy shall also be sent to the Union.

Employees may appeal disciplinary actions according to the grievance procedure provided in this Agreement.

**ARTICLE 15**  
**GRIEVANCES**

A grievance shall be defined as a dispute or difference of opinion raised by an employee or a group of employees (with regard to a single common issue) covered by this Agreement against the City involving as to him or them the meaning, interpretation, or application of the provisions of this Agreement. The Union Business Manager or his representative shall represent employees filing a grievance under the terms of this section.

Supervisors shall make reasonable efforts to respond to an employee grievance at the earliest possible time without major disruption of daily work activities. Meetings held between employees and supervisors with regard to a grievance shall be scheduled in advance whenever possible. Union Stewards shall be authorized to investigate grievances during working hours provided they inform their supervisor.

The grievance procedure shall consist of three (3) steps as described hereinafter:

**Step One:**

Employee(s) who have a grievance shall file it in written form, with their Department Head within ten (10) days of the event or occurrence which precipitated the grievance. In filing their grievance, the employee shall state the nature of the grievance as well as the relief desired.

The Department Head shall evaluate the grievance based on available facts and render a written decision within ten (10) calendar days of the date the grievance was filed.

**Step Two:**

Employee(s) may appeal the decision of their Department Head by filing a written appeal with the City Manager within ten (10) calendar days of the date of their department head's decision. The employee shall state the nature of the appeal and the relief desired.

The City Manager shall evaluate the appeal based on available facts and render a decision within ten (10) days of the date the appeal was filed.

**Step Three:**

Employee(s) may appeal the decision of the City Manager to binding arbitration by filing a written notice with the City Manager within thirty (30) days of the City Manager's decision.

Once a grievance has been appealed to binding arbitration, the City and the Union shall request a list of nominees for arbitration from the Public Employee's Mediation Roster. When the list is received, a mediator shall be selected by the Union and the City by alternately striking one name each until one nominee remains with the Union striking the first name. The remaining nominee shall serve as the mediator.

The mediator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for a hearing, subject to the availability of the City and the Union. All arbitration hearings shall be held in the City of Mt. Vernon.

The mediator shall act in a judicial, not legislative capacity and shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The mediator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to them.

In the event the mediator finds a violation of the terms of this Agreement, he shall determine an appropriate remedy.

The mediator shall submit, in writing, his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension. The mediator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The mediator's decision shall be final and binding upon the City and the Union.

Expenses for the mediator's services and the proceedings shall be shared equally by the City and the Union. The City and the Union shall be responsible for compensating its own representatives, attorneys, and witnesses. If either the City or the Union desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record. If the other party desires a copy of the proceedings, it agrees to pay half of the cost of preparing the record as well as all of the costs of making a copy.

The time limits for filing and appealing a grievance may be extended by mutual consent of the City and the Union. In the event a grievance or appeal is not filed in a timely manner and no mutual extension of the deadline was agreed upon, the grievance or appeal shall be considered waived. In the event, a grievance or appeal is not determined by the appropriate supervisor within the time limit and

no mutual extension of the deadline has been agreed upon, the grievance or appeal shall be referred to the next step automatically.

## **ARTICLE 16**

### **PENSIONS**

The only pension available to employees represented by the Union shall be the Illinois Municipal Retirement Fund. The costs and contributions to IMRF shall be as provided in State Statutes.

## **ARTICLE 17**

### **UNIFORMS**

Employees are required to wear City provided uniforms. The City will determine types of uniform, taking into consideration recommendations of a uniform committee. The City shall provide each employee with a clean uniform per day. Department Heads will advise employees of uniform requirements and the procedures for the issue and return of the uniforms. Uniforms shall be returned to the City when an employee ends their employment. If the uniforms are not returned, the cost of the uniforms shall be deducted from their final payroll check.

City supplied rain gear, safety vests, ice cleats etc. shall be returned to the City when an employee ends their employment or the cost of the items shall be deducted from their final payroll check.

“Hot Weather Policy” Employees may wear plain t-shirts (no logos, no collar, no cutoff) when temperatures are forecasted to be over 85°. The City does not provide t-shirts.

## **ARTICLE 18**

### **HEALTH INSURANCE**

- (a) **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 and that the new coverage applies to all City bargaining units.

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

Deductible In-Net:	Individual \$1,000	Family	\$2,000
Deductible Out-of-Net:	Individual \$2,000	Family	\$4,000
Out-of-Pocket PPO:	Individual \$2,750	Family	\$5,500
Out-of-Pocket Non-PPO:	Individual \$3,750	Family	\$7,500
Payable Percentages:	80% PPO and 60% Non-PPO		

- (b) **Cost.** Currently, 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.

- (c) **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.
- (d) **Life Insurance.** The City shall provide, at no cost to the employee, life insurance coverage. The City shall provide a \$5,000 life insurance policy and an additional \$5,000 death benefit for a total death benefit of \$10,000 per active full-time employees. The amount of death benefit coverage will be the same offered to all eligible employees (including police and firefighters).
- (e) **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.

#### **Health Insurance for Retirees**

- (a) **Eligibility** Employees who were hired before May 1, 1987 are eligible for certain health insurance benefits. To be entitled, employees shall be eligible to receive Illinois Municipal Retirement Fund (IMRF) retirement or disability (temporary or permanent) pension benefits or complete twenty (20) years of service with the City. The employees may be eligible to continue their dependent health insurance benefits provided they pay the cost of their dependent premiums. The City reserves the right to implement a plan that would require employees receiving retirement and disability pension benefits to pay a portion of the cost for individual group health, hospitalization, and life insurance so long as it is implemented Citywide to eligible retired and disabled employees.

Employees hired after May 1, 1987 will not receive this benefit. Employees not eligible for the continuation of City paid insurance have an option of continuing on the group health insurance plan as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA), with payment of the insurance premiums being the responsibility of the individual.

The City may be required to continue health insurance coverage (cost paid by the employee) for other retiring, terminating, or disabled employees as required by Federal or State Legislation.

- (b) **Coverage** The City, in its discretion, will determine and select the medical plan(s), coverages, and benefits to be offered to current and future retirees and disabled employee, and reserves the right

to change or offer alternative insurance carriers or health maintenance organizations, or to self – insure, and to change any coverages, benefits, co-pays, and deductibles, as it deems appropriate, so long as the new plans, coverages and benefits are implemented to all eligible retired and disabled employees covered under the plans.

- (c) **Cost.** Currently, the City pays one hundred percent (100%) of the cost of eligible retired and disabled employee's individual group health, hospitalization, and life insurance. In the event of future increases in the premium cost for employee's individual group health, hospitalization insurance, retired and disabled employees may be required to share in the cost of individual coverage provided that all eligible retired and disabled employees pay the same share of premiums.

The City pays zero percent (0%) of the cost of dependent family coverage above the cost of individual coverage, and the retired or disabled employee pays one hundred percent (100%) of the cost of dependent family coverage.

- (d) **Cost Containment.** The City reserves the right to institute cost containment measures relative to insurance. Such changes may include, but are not limited to, increased deductibles, co-pays, and out of pocket maximums, reduced lifetime caps, coverage limitations, 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. Any cost containment measures shall be implemented Citywide to eligible retired and disabled employees.

## **ARTICLE 19**

### **HOURS OF WORK**

- (a) **Schedule** Full time employees represented by the Union will have a normal work schedule consisting of forty (40) hours per week according to the staffing schedule established by the Department Head. Work schedules as determined by the Department Head shall reflect the staffing requirements of the Department or Division, and the regular workdays, non-workdays, and employee assignments for each employee. Such schedules shall be posted in a conspicuous location. Department Heads have the ability to switch the employees work shift to staff their department when other departmental employees have scheduled time off. If an employee is called in to fill a shift caused by an unscheduled time off or training, the employee shall receive overtime or compensatory time. Seniority shall be the determining factor for shift preference when two (2) or more shifts are necessary. There shall be a minimum of one (1) full-time employee assigned to each shift
- (b) **Regular Hours of Work** The hours each employee is scheduled to work as determined by the Department Head shall constitute each employee's regular work hours. Except for employees on two shift operations, the regular workweek shall be Monday through Friday and regular work hours shall be 7:00 a.m. until 4:00 p.m. with a one (1) hour unpaid lunch period normally taken between 12:00 noon and 1:00.
- (c) **Lunches and Breaks** Employees working a regular schedule of eight (8) hours per day are entitled to a one (1) hour unpaid lunch period to be taken during the middle of the workday, depending on operational practicalities. In addition to the lunch period, for employees working

a regular schedule of eight (8) hours per day with a one (1) hour lunch period, the employees shall have one (1) paid 15-minute break in the first half of the work day and a second paid 15-minute break in the second half of the work day. Lunch and break schedules will be determined by the Department Head, but shall not be cumulative, combined, nor taken at the start or end of the workday.

Employees may be permitted to work a regular schedule of eight (8) hours per day without a one (1) hour scheduled lunch period, if consistent with operational needs and approved by the Department Head. Employees on such a schedule will be permitted one (1) paid 20-minute break at the middle of the workday, depending on operational practicalities. The Department Head shall determine such break. The 20-minute break shall not be cumulative, combined, not taken at the start or end of the workday.

- (d) Overtime Assignments** Overtime opportunities and assignments shall be divided as equitably as possible between employees of the Department in accordance with the guidelines and policies of the Department. In the event an employee shows that overtime opportunities or assignments have not been shared equitably, the remedy shall be for opportunities to be offered or assignments to be made in such a manner as to correct the imbalance.

Employees are responsible for providing information to Department Heads as to who and how long an employee worked overtime. Management is not responsible for errors and Employees waive the right to file a grievance (no time-slipping). The City will correct overtime-scheduling errors by allowing the employee to make up any missed overtime hours in the future overtime opportunities.

No employee shall be required to work in excess of sixteen (16) consecutive hours without receiving eight (8) hours rest, except in the event of a declared emergency announced by the City Manager and an individual assessment by the City Manager or Department Head that the employee may work safely.

Employees are called by the order on the call-out list. If there is no immediate answer, then the next employee on the list is called. Employees are allowed 10 minutes to answer a page, beeper, or message on answering machine before being deemed refusing overtime call-outs. The first person contacted will have first opportunity to work overtime. Employees are responsible for informing their department head of the best possible means of receiving their notification of call-outs. It is at the employee's option and cost to have phones, beepers, or cellular service.

If an employee refuses overtime call-out, directly or by failing to answer the phone or beeper call or requests to leave before the job is complete, the employee will have their name placed on the bottom of the list. The overtime hours refused will be added to the actual overtime hours worked to determine total overtime hours credited to that employee and the employee will be placed on the bottom of the call-out list.

Employees shall not be paid for any time for which they have been relieved from duty or other time not actually worked, except for regular hours, which fall within a rest period established by their Department Head. During such rest period, employees are required to the extent



permitted by law, to remain at their residence resting since the employee may be subject to being called out again on the same day.

Temporary employees are not eligible for overtime unless full-time employees within the same Department have declined the overtime. However, if a Temporary employee is working on a job, which requires overtime hours to complete, he can remain on the job and earn overtime after the overtime is offered to the other full-time employees on the same job. Any specific overtime job that requires a reduction in workforce, temporary employees shall be dismissed from that job first.

(e) **Overtime Pay** Except as otherwise provided below, employees shall be paid at a rate of one and one-half (1-1/2) times their regular straight time hourly rate of pay for each overtime hour worked outside or beyond their regular hours of work in a work day or in excess of forty (40) hours in a calendar week (or other seven (7) day work period established by the Department Head). Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act.

(f) **Call Back Pay** A call back is defined as a work assignment, which does not immediately precede or follow an employee's regularly scheduled working hours. An employee called back to work after having left work shall be paid at the rate of time and one-half for such hours, with a minimum of two (2) hours pay, unless the employee is called back to rectify his own error. Overtime worked immediately prior to or following a scheduled shift and which runs consecutively with that shift, shall not be subject to the minimum, and shall be paid for actual time worked.

If an employee on call back is not required to work the full two (2) hours for which pay is guaranteed, but is then recalled again during the same two (2) hours, he shall not be entitled to the additional guaranteed minimum of two (2) hours pay. Rather, the two callbacks will be considered a single call back. Employees on callback must be willing and able to work the full 2-hour guaranteed period, and if refused, then the employee shall receive pay only for actual time worked. This provision shall be administered within reason to avoid both forfeitures and unjust rewards.

(g) **Sunday and Holiday Work** Employees shall be paid at a rate of double the employee's hourly rate of pay for all time worked on Sundays, unless the time worked is part of the employee's regular hours of work. Employees shall be paid at a rate of double the employee's hourly rate of pay for time worked on holidays in addition to holiday pay, unless the time worked is part of the employee's regular hours of work.

Employees working Saturday and Sunday as part of their regular shift shall be compensated for working their regular days off at time and one half for the first day (instead of Saturday) and double time for the second day (instead of Sunday)

(h) **Compensatory Time** In situations where the Department Head determines it to be in the best interests of the City and it is mutually agreed with the affected employee, the City shall grant compensatory time off in lieu of overtime payment at the applicable rate. The employee can earn no more than 40 hours in a fiscal year.

Compensatory time-off shall be taken at such times and in such time blocks as are established or agreed to by the Department Head or his designee.

The City, in its discretion, may pay an employee on the last regularly scheduled payroll in March for any and all accrued and unused compensatory time. The employee's compensatory time reserve will be reduced by one hour for each hour paid.

- (i) **Meals.** Employees who must work an unscheduled overtime period of 4-hours or more in duration shall agree that the established practice of providing breakfast and supper meals will continue. Meals may also be provided in other circumstances at the Department Head's discretion. The Department Head and the Union Steward will discuss for resolution the appropriateness of a meal whenever there is a disagreement to the same. Time to consume meal shall not be compensated time. The employee shall punch out and punch in on the time clock to determine the uncompensated time. The City shall reimburse the employee up to \$10.00 per meal.

## **ARTICLE 20**

### **ATTENDANCE**

No employee shall absent himself from work without proper notification to his/her supervisor without just cause before the beginning of the workday. Department Heads shall conspicuously post the name and contact number of the person to notify in case of absences.

An employee must use accrued leave time (personal, vacation, birthday, sick, or compensatory) before he uses unpaid leave time.

## **ARTICLE 21**

### **HOLIDAYS**

The official City holidays shall be:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
\*Christmas Eve (1/2 day)  
\*New Years Eve (1/2 day)  
Employee's Birthday

If a holiday falls on Saturday, it shall be celebrated on the previous Friday; if a holiday falls on Sunday, it shall be celebrated on the following Monday. If a holiday falls on an employee's day off, the employee shall receive additional 8 hours pay at straight time or another day off at a later date. If the employee desires to receive the additional 8 hours pay at straight time, the employee shall notify his Department Head within the current or the next payroll period that the holiday occurred. If the employee desires day off, Department Heads shall approve or deny the day off request within 48 hours of the employee's written request. If a holiday occurs during an employee's vacation, he shall receive an additional day of vacation.

An employee may use his birthday as a floating holiday with the advance approval of his/her Department Head. If an employee leaves City service, before their actual date of birth, the employee will not be paid for this day. If the employee has previously taken the birthday as a floating holiday, then the employee shall reimburse the City for the time taken.

\*At the Department Head's discretion, employees will either be given the full day off on Christmas Eve or New Year's Eve and any overtime worked on the Eves would be paid at 1.5 times instead of the holiday rate of 2 times no matter if the employee was scheduled to work on that day or had the day off.

## **ARTICLE 22**

### **SICK LEAVE**

Employees shall receive one (1) sick day per complete month, with a maximum accumulation of one hundred and twenty-five (125) days. Employees on authorized leave will earn sick leave, if they are in attendance at least one day during the calendar month for which the sick leave is earned. No sick leave shall be earned during periods of leave of absence.

In addition, if an employee does not use sick leave during the calendar year and after the applicable maximum number of 125 sick leave days have been accumulated; one additional eight-hour day will be added to the maximum sick leave bank for the next calendar year. In order for an employee to receive this benefit, no sick leave can be used during the calendar year.

Upon retirement or in the event of death, while still an employee in good standing, an employee shall be compensated for one-half (1/2) of their unused accumulated sick leave. Normal retirement occurs when an employee is able to immediately draw pension benefits from a City-sponsored fund.

**(a)** Sick leave may be used for the following reasons:

1. Personal illness of, or physical incapacity, resulting from causes beyond the employee's control. (See exception in Paragraph "i" of this Section)
2. Illness of an employee of the employee's household that requires the employee's personal care and attention.
3. To care for the employee's legal spouse, legal civil union partner, children, parent, or parent in-law who has a serious health condition.
4. To care for the employee's child after birth, or placement for adoption or foster care.
5. To keep a doctor or dentist appointment.

**(b)** The City recognizes the provisions and requirements of the Family and Medical Leave Act of 1993 and future revisions and updates to the Act. The City reserves the right to implement the Family and Medical Leave Act consistent with the law and to promulgate administrative policies and procedures. Employees are eligible if they have worked for the City for at least one (1) year and meet other requirements. Eligible employees are entitled to up to 12 (twelve) weeks of unpaid, job-protected leave for certain family and medical reasons. The twelve-month period is measured backward from the date an employee uses any FMLA leave. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve weeks not used during the immediately preceding twelve months. Employees on approved FMLA leave will be required to exhaust all accrued sick leave, personal leave, vacation leave, and compensatory leave before being eligible for unpaid leave. Sick leave will be exhausted first, unless the employee requests in writing that other leave be used. The sick leave, personal leave, vacation leave, and compensatory leave used will be counted as part of the 12 weeks of FMLA leave eligible to an employee.

All provisions herein shall be subject to and administered as provided within the Family and Medical Leave Act, 29 USC 2601 et seq.

- (c) Abuse of sick leave is a serious matter. Fraudulent use of sick leave or falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Sick employees are required to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instruction for care. Upon sufficient evidence of the abuse of sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Sufficient evidence of abuse shall be presumed if the employee is found not to be home, not acting according to a physician's care instructions, or the employee cannot establish that he has sought medical treatment. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness. The Employer and Union agree that sick leave abuse is a very serious offense, and the parties further agree that it is in the interest of the Union and the Employer that the Employer use all reasonable means to ascertain and effectively deal with sick leave abuse.
- (d) An employee on sick leave shall inform his immediate supervisor of the fact and reason therefore before the start of each work day, if possible, or as shortly thereafter as possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- (e) An employee receiving sick leave with pay who simultaneously receives compensation under the provision of the Workers' Compensation Act shall receive only that portion of the regular salary, which will together with said compensation, equal his regular salary. The employee will be charged at their rate of pay per hour, rounded to the nearest half hour, of any available leave time for each day off the job on Workers' Compensation, when the City pays the difference between Workers' Compensation and their regular salary. For periods of time off of the job, which Workers' Compensation does not pay benefits (i.e. doctor's appointments, waiting periods), the employee can choose to have the time off without pay or use paid sick leave or other paid accrued leave time.

The City will cover employees receiving worker compensation benefits under the City's health insurance plan for an additional sixty (60) days after the employee has exhausted his FMLA benefits and is no longer receiving a City payroll check for the any available leave time charged each day off the job while on Workers' Compensation.
- (f) The City will not normally require a medical certificate for absences of less than three (3) days except in the cases of suspected abuse. Medical diagnosis is only required if the condition is job-related and is expected to reveal that the employee is unable to perform the essential job duties or is a danger to workplace safety.
- (g) An employee who is laid off from his position for reasons that are not the fault of the employee may, if reappointed within 12 (twelve) months, has available for use, any unused sick leave existing at the time of lay-off. When an employee is transferred to another position, any unused sick leave, which may have accumulated to their credit, shall continue to be available for use as necessary.
- (h) An employee shall not be entitled to any compensation for accrued sick leave at the termination of employment except upon retirement or in case of death.
- (i) Sick leave benefits shall not be used, if the injury or illness occurred while the employee was performing compensated service outside of employment with the City, without the prior approval of the City Manager or his designee.

- (j) An employee, who is absent from duty because of illness or injury, shall not be employed by employers other than the City (including self-employment) while the employee is using sick leave benefits, without the prior approval of the City Manager or his designee.
- (k) If the City of Mt. Vernon sells water and sewer assets, the purchaser must agree to pay 100% of Vacation and Sick time owed to employees displaced by the sale.

### **ARTICLE 23** **PERSONAL LEAVE**

All employees shall be granted three (3) personal days per calendar year. Personal leave may be used for any reason. Personal leave may not be carried over from one (1) calendar year to the next.

Employees shall provide advance notice of his/her intent to use personal leave whenever possible.

### **ARTICLE 24** **FUNERAL LEAVE**

In the event of a death in the immediate family, an employee may take up to three (3) consecutive workdays 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 the employee 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:

1. Legal Spouse or Civil Union Partner
2. Son or Daughter including legally adopted and stepchildren
3. Son or Daughter in-laws
4. Parents including stepparents
5. Parent in-laws
6. Brother or Sister including half & step
7. Brother or Sister in-laws
8. Grandparents, including current Step Grandparents
9. Grandchildren, including current Step Grandchildren

Employee may take one (1) day Funeral Leave to attend the funeral or visitation in the event of the death of an Aunt or Uncle of the employee only (not spouse).

An employee shall provide satisfactory evidence of the death 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 City Manager on a case-by-case basis and under the terms and conditions prescribed, including requiring the use of accumulated vacation days, personal days, and/or sick leave days.

Funeral leave is designed to provide employees with paid time away from work to grieve and to handle matters related to a death in their family. The three days afforded to employees normally run between the date of death to and including the date of ceremony. The policy does not automatically provide an employee with 3 days off the job. The number of days depends on personal circumstances such as the need for travel to the funeral, making arrangements, etc. The City has the right to ask for proof of relationship and attendance at the funeral.

**ARTICLE 25**  
**VACATION**

Vacations with pay shall be granted to employees in the bargaining unit according to the following schedule:

Two (2) weeks after one (1) year of service  
Three (3) weeks after seven (7) years of service  
Four (4) weeks after twelve (12) years of service

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.

If an employee does not have at least one (1) year of service as of January 1, he/she shall receive vacation days equal to the number of complete months of service prior to January 1.

When an employee completes seven (7) years or twelve (12) years of service, he/she shall receive the additional week of vacation on January 1 of that year. If the employee terminates employment prior to their anniversary date and has used the additional week of vacation, the vacation pay shall be deducted from the employee's final paycheck or the employee shall reimburse the City for the vacation pay.

All vacation shall only be used with the advance approval of the Department Head. Department Heads shall approve or deny an unscheduled vacation request within 48 hours of the employee's written request. Vacation leave shall be chosen by employees according to seniority as well as the minimum staffing requirements established by the Department Head. Vacation time must be taken in increments of two (2) hours or more.

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 employee performed bargaining unit work for the City

If an employee is actively on the job as of December 31<sup>st</sup> of each year, the employee's vacation leave accrual will be posted to the employee's vacation account for the following calendar year.

**ARTICLE 26**  
**LABOR-MANAGEMENT MEETINGS**

The Union and Employer agree that during the life of this Agreement representatives of each party shall meet semi-annually, or more frequently if mutually agreed, at a mutual satisfactory time and place. The purpose of such meetings shall be to appraise the problems, if any, which have arisen in the application, administration, and interpretation of this Agreement and which may be interfering with the attainment of the parties' objectives as set forth above.

Such meetings shall not be for the purpose of conducting continuing collective bargaining, nor in any way modify, add to, or detract from the provisions of this Agreement.

Prior to any meeting held pursuant to the foregoing paragraphs, the parties shall provide each other with such advance notice as is reasonable under the circumstances concerning matters intended to be discussed.

**ARTICLE 27**  
**EDUCATION EXPENSES**

All education required by the City shall be at City's expense. Voluntary classes or education not required by the City shall be at the employee's expense.

**ARTICLE 28**  
**INCLEMENT WEATHER**

Employees required to work in inclement weather shall have City-provided protective clothing available for their use.

**ARTICLE 29**  
**SAFETY SHOES**

When the City for safety purposes requires safety shoes, the City shall provide them to employees. If safety shoes need replacement, the employee shall provide evidence to their Department Head that replacement is necessary. The City shall pay up to \$225.00 for the replacement of safety shoes. If the employee provides documentation from a qualified medical provider stating the necessity of more expensive shoes, the City shall pay up to \$250.00.

**ARTICLE 30**  
**LOSS PREVENTION PROGRAM**

The Union recognizes and supports the City's safety program, and agrees that an employee or employees may from time to time be asked to participate in this safety program. It is understood that the City retains the option to change, modify, or abandon this safety program at its discretion. To the extent that, in conjunction with said program, the City awards extra benefits, including personal days, to employees as an incentive for maintaining a safe work record, such awards will be within the City's rights.

**ARTICLE 31**  
**WAGES**

Wages paid to employees represented by the Union shall be in accordance with this section and in accordance with Wage Schedules attached hereto.

In determining an employee's hourly rate of pay, the annual salary shall be divided by two thousand and eighty (2,080) hours and rounded to the nearest penny.

If the Department Head, Assistant Department Head, or his Designee is unable to answer after hour call-outs and the selected employee is required to be available to answer after hour call-outs, the employee shall receive an additional two (2) hours of base hourly rate paid at time and a half. The Designee cannot be an employee covered by the CBA. In the case of Sundays and holidays, the time shall be paid at a rate of double the employee's hourly rate of pay, if not a part of the employee's regular hours of work. In addition, if the employee is required to work the call-out job, he shall receive the hours worked at his base hourly overtime rate. When a second call-out occurs during the time the employee is working the first call-out, no overlapping of the hours is allowed. If the employees on callback are not in fact required to work a full two (2) hours and is recalled during those same two (2) hours, he shall not be entitled to an additional guaranteed minimum of two (2) hours. It is management rights to select the employee within the Bargaining Unit who will act in this

temporary supervisor's position. In Departments with more than one union, the selected employee shall supervise all employees within the Department. The Bargaining Unit shall in no way discipline, discriminate against or otherwise interfere with a selected employee carrying out his authority in supervision and direction or control over another Bargaining Unit employee.

Employees within the Bargaining Unit who are temporarily assigned to do work in a higher paying classification will earn two dollars (\$2.00) per hour for each hour worked out of class.

Employees within the Bargaining Unit who are temporarily assigned to do work in a position represented by another Bargaining Unit will earn one dollar (\$1.00) per hour for each hour worked.

Mechanics who achieve NIASE Certification in the Automobile & Light Truck Certification category, Medium-Heavy Truck Certification, and/or EVT (emergency vehicle technician) Certification category shall receive additional pay at a rate of \$300 per year for each level of certification received up to a maximum of twenty (20). If supplementary NIASE Certifications are needed, the Fleet Services Director will recommend to the City Manager for approval of the additional certifications. Active employees as of May 1, 2012 shall continue to be paid \$300 per year for all previously earned NIASE Certifications until the expiration dates of the Certifications.

Employees who have achieved and maintained a certification as an insecticide chemical OPERATOR and who works in the City's Mosquito Abatement Program shall receive additional pay at the rate of \$300 per year. Employees who have achieved and maintained a certification as an insecticide chemical APPLICATOR and who works in the City's Mosquito Abatement Program shall receive additional pay at the rate of \$300.00 per year. An employee will not receive both Applicator and Operator additional pay. There will be two (2) Applicator and two (2) Operator positions. This shall be paid in a lump sum amount on the first paycheck after June 1 of each year.

Employees who have successfully completed a recognized course in Certified Pool Operator (CPO) and achieved and maintained the certification shall receive additional pay at the rate of \$300.00 per year to be paid once annually on the first pay period after June 1 of each year. This bonus will only be paid to employees working in the Parks Department.

Employees who have successfully completed a recognized course in traffic signal controller maintenance and who are normally assigned the task of maintaining the traffic signal controllers shall receive additional pay at the rate of \$300 per year. There will be five (5) Traffic Signal Controller Maintenance positions. This shall be paid in a lump sum amount on the first paycheck after June 1 of each year.

Employees hired before May 1, 2012, who have achieved and maintained a certification, as a Surveyor 1, 2, 3 from the Illinois Department of Transportation shall receive additional pay at the rate of \$200 per year. This shall be paid in a lump sum amount on the first paycheck after June 1 of each year. Employees hired after May 1, 2012 will not be eligible for Surveyor 1, 2, 3 pay.

Department Heads shall receive applications for the above certifications. In order to receive payment for the certifications, current certificates shall be on file with the City's Human Resource Department. The Department Head shall use their discretion assigning employees to these positions. Assignment of positions will be blended evenly among qualified employees.

Employees assigned to operate the "65-foot aerial bucket truck" shall receive an additional \$1.00 per hour when actually operating the truck.



## **ARTICLE 32**

### **PAY DAYS**

Paydays shall be every other Friday and shall compensate employee for work performed during the fourteen- (14) calendar day period ending on the Sunday prior to payday.

## **ARTICLE 33**

### **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 employees.

The Union, those employees represented by the union, 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 34**

### **RESIDENCY**

Residency within the limits of Jefferson County is required of all City employees.

## **ARTICLE 35**

### **PAST PRACTICES**

The City and the Union agree that the terms of this Agreement shall supersede and replace all past practices, which may in any way conflict with the terms of this Agreement.

Past practices, which do not alter, modify, or change any of the provisions of this Agreement in any way, shall only be changed by mutual consent of both parties.

## **ARTICLE 36**

### **POLITICAL ACTIVITY**

While working for the City, all employees in the classified service shall refrain from seeking or accepting nomination or election to any of the elected offices of the City Government. Employees shall also refrain from using their influence as a city employee publicly for or against any candidate for the elected offices of the City Government. Employees who desire to participate in these activities shall resign from the City's service or be terminated.

Nothing in this section shall be construed to prevent employees in the classified service from becoming or continuing to be, members of any political organization, from attending political meetings, from expressing their views on political matters as a citizen, or from voting with complete freedom in any election.

The Employer shall deduct contributions for the Southern Illinois Laborers' Political League from the salaries of all employees who voluntarily request such in writing. The employee shall designate in writing the amount of the contribution. All deductions shall be remitted to the Southern Illinois Laborers' Political League monthly.

The Union shall indemnify, defend, and hold the Employer harmless in complying with this Article, any claim, demands, and suit of liability arising from any action taken by the Employer in complying with this Article.

### **ARTICLE 37**

#### **CREDIT UNION**

The City has established eligibility with Gen/Fed Credit Union for its employees. Membership in the credit union will be optional to the employees.

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.

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

### **ARTICLE 38**

#### **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 him/her or others, the City may require the employee to take a leave of absence, or to be 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 employees per fiscal year. Selection for the employees to be tested will be as follows: The names of the employees 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 employee. 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 employee corresponding to the first number drawn shall be the first employee tested. The City of Mt. Vernon will determine the number of employees to be tested up to the maximum of 25% of the employees per fiscal year. A union representative and the City Manager or his designee shall be present at the selection of employee 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.

Employees who are injured on the job which involves medical treatment; has an incident in 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 to perform tests under the Mandatory Guidelines for Federal Workplace Testing Programs in effect at that time (hereinafter called "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. A Union Steward shall be present for in-house test. 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 decision 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.

- (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 to perform test. 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.

### **ARTICLE 39**

#### **DRIVER'S LICENSE**

As a condition of employment, employees, excluding temporary employees, in the bargaining unit, must maintain a CDL license while employed.

For full-time employees, the City will provide training and pay for the acquisition of a Class A CDL with Tanker endorsement as well as pay for the renewal fee for Class A and Class B CDL license fee. The employee is responsible for any endorsement or restriction fees not included in this article.

For full-time employees who hold a Class A CDL or Tanker Endorsement or obtain and maintain a Class-A CDL or Tanker endorsement, the City will pay for the Class A renewal CDL license fee and Tanker Endorsement fees. The City will compensate Class A CDL or Tanker Endorsement holders additional pay at the rate of \$200 per year for each Class A license and \$200 per year for each Tanker Endorsement. This shall be paid in a lump sum amount on the first paycheck after June 1 of each year. Employees shall submit a receipt to their Department Head and proof that they possess the Class A CDL and/or Tanker Endorsement for reimbursement to the employees. All employees with permanent assignment in the Sewer Division must hold a Tanker Endorsement. Current employees with a permanent assignment in the Sewer Division will have 180 days from the ratification date of the contract to acquire the tanker endorsement.

As a condition of employment, all employees hired after May 1, 2022, excluding temporary employees, must obtain the Class A CDL within 180 days of employment. Employees hired after May 1, 2022 will not be eligible for the additional pay for holding any CDL or Tanker Endorsement.

### **ARTICLE 40**

#### **UNION STEWARDS**

The Union shall be entitled to designate a reasonable number of employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the City with the names of the employees selected as stewards. An alternate steward may be appointed to function in the absence of the regular steward. Any change in the appointment of the designated stewards shall be made known to the City.

There shall be no more than two (2) stewards per union (total of 4 stewards plus the grievant) present at grievance meetings.

### **ARTICLE 41**

#### **TERM**

This Agreement shall take effect retroactive to May 1, 2022, 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, 2026.

If the Patient Protection and Affordable Care Act (PPACA) necessitate changes to Article 20 (Health Insurance) to this Agreement, all parties agree to reopen such Article 20 for amendment or

modification. This Agreement shall not be canceled or amended by either party from and after its effective date until and including April 30, 2026. 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 no 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.

If during the course of the contract term, comparable other employee groups within the City of Mt. Vernon get wage and benefit modifications greater than those bargained for by the Union, then the Agreement shall be amended to adjust the bargained wage or benefit by the differential amount.

Comparable other employee groups shall mean all bargaining units with exception of those that have a right to compulsory interest arbitration as provided in Section 14 of the Illinois Public Labor Relations Act.

Wage or benefit modifications to be considered regarding this Section is:

1. General Wage Increase
2. Overtime Rates of Pay
3. Holiday, Personal Leave, Sick Leave, and Vacation Leave Policy Regarding the Number of Days of Leave Provided.

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

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**CITY OF MT. VERNON**

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**BARGAINING UNITS**

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**John Lewis**  
Mayor

---

**Flint Taylor**, Business Manager  
Laborers' International Union of America, Local #1197

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**Mary Ellen Bechtel**  
City Manager

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**Trustee**  
Southern & Central Illinois  
Laborer's' District Council

---

**Nathan McKenna**  
Assistant City Manager

---

**Pat Nichols**, President, Business Agent  
Teamsters, Automotive, Petroleum,  
and Allied Trades Local #50

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**Cheryl Conner**  
Director of Human Resources

**ATTEST:**

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**Mary Jo Pemberton**  
City Clerk

SPECIAL					
SKILLED					
		4.00%	3.00%	3.00%	3.00%
	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Start	53,212	55,340	57,000	58,710	60,471
6 Months	53,702	55,850	57,526	59,252	61,030
Step 1	54,199	56,367	58,058	59,800	61,594
Step 2	54,699	56,887	58,594	60,352	62,163
Step 3	55,205	57,413	59,135	60,909	62,736
Step 4	55,715	57,944	59,682	61,472	63,316
Step 5	56,228	58,477	60,231	62,038	63,899
Step 6	56,748	59,018	60,789	62,613	64,491
Step 7	57,273	59,564	61,351	63,192	65,088
Step 8	57,839	60,153	61,958	63,817	65,732
Step 9	58,343	60,677	62,497	64,372	66,303
Step 10	58,884	61,239	63,076	64,968	66,917
Step 11	59,430	61,807	63,661	65,571	67,538
Step 12	59,984	62,383	64,254	66,182	68,167
Step 13	60,543	62,965	64,854	66,800	68,804
Step 14	61,105	63,549	65,455	67,419	69,442
Step 15	61,678	64,145	66,069	68,051	70,093
Step 16	62,250	64,740	66,682	68,682	70,742
Step 17	62,830	65,343	67,303	69,322	71,402
Step 18	63,419	65,956	67,935	69,973	72,072
Step 19	63,997	66,557	68,554	70,611	72,729
Step 20	64,606	67,190	69,206	71,282	73,420
Step 21	65,208	67,816	69,850	71,946	74,104
Step 22	65,818	68,451	70,505	72,620	74,799
Step 23	66,421	69,078	71,150	73,285	75,484
Step 24	67,030	69,711	71,802	73,956	76,175
Step 25	67,702	70,410	72,522	74,698	76,939
Step 26	68,376	71,111	73,244	75,441	77,704
Step 27	69,064	71,827	73,982	76,201	78,487
Step 28	69,754	72,544	74,720	76,962	79,271
Step 29	70,450	73,268	75,466	77,730	80,062
Step 30	71,157	74,003	76,223	78,510	80,865
Step 31	71,867	74,742	76,984	79,294	81,673
Step 32	72,586	75,489	77,754	80,087	82,490
Step 33	73,313	76,246	78,533	80,889	83,316
Step 34	74,046	77,008	79,318	81,698	84,149
Step 35	74,786	77,777	80,110	82,513	84,988
**NO CAP ON THE NUMBER OF STEPS					
The 6-Month step applies to new hires only. If a current bargaining union employee is promoted to a higher position, then the 6-month step is the same as a regular step.					



OPERATOR					
		4.00%	3.00%	3.00%	3.00%
	05/01/2021	05/01/2022	05/01/2023	05/01/2024	05/01/2025
Start	49,335	51,308	52,847	54,432	56,065
6 Months	49,787	51,778	53,331	54,931	56,579
Step 1	50,243	52,253	53,821	55,436	57,099
Step 2	50,703	52,731	54,313	55,942	57,620
Step 3	51,168	53,215	54,811	56,455	58,149
Step 4	51,639	53,705	55,316	56,975	58,684
Step 5	52,113	54,198	55,824	57,499	59,224
Step 6	52,594	54,698	56,339	58,029	59,770
Step 7	53,077	55,200	56,856	58,562	60,319
Step 8	53,565	55,708	57,379	59,100	60,873
Step 9	54,061	56,223	57,910	59,647	61,436
Step 10	54,558	56,740	58,442	60,195	62,001
Step 11	55,064	57,267	58,985	60,755	62,578
Step 12	55,571	57,794	59,528	61,314	63,153
Step 13	56,087	58,330	60,080	61,882	63,738
Step 14	56,605	58,869	60,635	62,454	64,328
Step 15	57,130	59,415	61,197	63,033	64,924
Step 16	57,656	59,962	61,761	63,614	65,522
Step 17	58,194	60,522	62,338	64,208	66,134
Step 18	58,734	61,083	62,915	64,802	66,746
Step 19	59,280	61,651	63,501	65,406	67,368
Step 20	59,830	62,223	64,090	66,013	67,993
Step 21	60,382	62,797	64,681	66,621	68,620
Step 22	60,940	63,378	65,279	67,237	69,254
Step 23	61,515	63,976	65,895	67,872	69,908
Step 24	62,055	64,537	66,473	68,467	70,521
Step 25	62,673	65,180	67,135	69,149	71,223
Step 26	63,303	65,835	67,810	69,844	71,939
Step 27	63,935	66,492	68,487	70,542	72,658
Step 28	64,575	67,158	69,173	71,248	73,385
Step 29	65,216	67,825	69,860	71,956	74,115
Step 30	65,870	68,505	70,560	72,677	74,857
Step 31	66,531	69,192	71,268	73,406	75,608
Step 32	67,196	69,884	71,981	74,140	76,364
Step 33	67,868	70,583	72,700	74,881	77,127
Step 34	68,548	71,290	73,429	75,632	77,901
Step 35	69,232	72,001	74,161	76,386	78,678
**NO CAP ON THE NUMBER OF STEPS					
The 6-Month step applies to new hires only. If a current bargaining union employee is promoted to a higher position, then the 6-month step is the same as a regular step.					

LABORER					
		Equity Adj.	3.00%	3.00%	3.00%
	5/1/2021	5/1/22	5/1/23	5/1/24	5/1/25
START	36,234	45,296	46,655	48,055	49,497
6 MONTHS	37,279	46,382	47,773	49,206	50,682
STEP 1	38,327	47,470	48,894	50,361	51,872
STEP 2	39,372	48,055	49,497	50,982	52,511
STEP 3	40,417	48,483	49,937	51,435	52,978
STEP 4	41,465	48,918	50,386	51,898	53,455
STEP 5	42,508	49,378	50,859	52,385	53,957
STEP 6	43,554	49,799	51,293	52,832	54,417
STEP 7	44,598	50,249	51,756	53,309	54,908
STEP 8	45,644	50,698	52,219	53,786	55,400
STEP 9	46,207	51,153	52,688	54,269	55,897
STEP 10	46,618	51,616	53,164	54,759	56,402
STEP 11	47,037	52,083	53,645	55,254	56,912
STEP 12	47,479	52,548	54,124	55,748	57,420
STEP 13	47,884	53,026	54,617	56,256	57,944
STEP 14	48,316	53,504	55,109	56,762	58,465
STEP 15	48,748	53,991	55,611	57,279	58,997
STEP 16	49,186	54,479	56,113	57,796	59,530
STEP 17	49,631	54,973	56,622	58,321	60,071
STEP 18	50,080	55,473	57,137	58,851	60,617
STEP 19	50,527	55,976	57,655	59,385	61,167
STEP 20	50,987	56,487	58,182	59,927	61,725
STEP 21	51,446	56,998	58,708	60,469	62,283
STEP 22	51,914	57,519	59,245	61,022	62,853
STEP 23	52,384	58,043	59,784	61,578	63,425
STEP 24	52,859	58,574	60,331	62,141	64,005
STEP 25	53,339	59,105	60,878	62,704	64,585
STEP 26	53,823	59,635	61,424	63,267	65,165
STEP 27	54,314	60,167	61,972	63,831	65,746
STEP 28	54,806	60,761	62,584	64,462	66,396
STEP 29	55,307	61,368	63,209	65,105	67,058
STEP 30	55,811	61,982	63,841	65,756	67,729
STEP 31	56,321	62,602	64,480	66,414	68,406
STEP 32	56,832	63,228	65,125	67,079	69,091
STEP 33	57,341	63,860	65,776	67,749	69,781
STEP 34	57,853	64,499	66,434	68,427	70,480
STEP 35	58,424	65,144	67,098	69,111	71,184
**NO CAP ON THE NUMBER OF STEPS					
The 6-Month step applies to new hires only. If a current bargaining union employee is promoted to a higher position, then the 6-month step is the same as a regular step.					
Laborer without CDL Hourly Rate 80% of Start.					
	13.94	17.42	17.94	18.48	19.04