

A G R E E M E N T

Between

CITY OF MOUNT VERNON, ILLINOIS

and

**LOCAL #702
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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, and Local Union #702, International Brotherhood of Electrical Workers, 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 of the Public Utilities Department, which is 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 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 in the Public Utilities Department employed in the following classifications:

Water Treatment Plant Operator Class D
Fitter
Relief Operator
Utility Investigator
Meter Reader
Fitter Helper

Classifications describing similar work in the Public Utilities Department, which are mutually determined and agreed upon by the City and the Union shall also be represented by the Union.

IBEW Local 702 and the City of Mt. Vernon agree to utilize and enhance the skills of the employees by giving more opportunities of operating the equipment. If for any reason a Fitter is not available to work, a Fitter's Helper will take the position. The Relief Operator will take the Fitter's Helper position.

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.

ARTICLE 3

UNION MEMBERSHIP

It is recognized that the City shall have the right to hire all employees and if any requirement of this Article 3, Union Membership is prohibited by law, it shall be deemed to have no force and effect.

To the extent permitted by law, it is agreed between the parties thereto that all employees represented by the Union shall, as a condition of employment, be required to become a Union member or a fair share member, on or before their thirty-first (31st) day of employment and shall be required to maintain such membership in good standing as long as they are employed in a classification which is represented by the Union. Employees who fail to maintain their membership in good standing shall be subject to dismissal by the City. If any requirement of this paragraph is prohibited by law, it shall be deemed to have no force and effect. To the extent that any requirement in this paragraph is permitted by law whether presently or in the future, it shall be enforceable.

Upon receipt of a written notice from the Union, the City Manager or his designee shall provide the employee written notice of failure to maintain union membership in good standing. The employee shall be dismissed without recall if he/she does not provide to the City Manager written notice from the Union indicating his/her membership is in good standing within seventy-two (72) working hours of notice from the City.

The City shall provide written notice to the Union of new employees hired in the bargaining unit as well as written notice stating the date by which Union membership or fair share membership shall be required. The Union shall provide written notice to the City, listing all current members of the bargaining unit.

ARTICLE 4

FAIR SHARE AGREEMENT

To the extent permitted by law, all employees covered by the bargaining unit are required to pay a service fee for their proportionate share of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours, and other conditions of employment. The Union shall be responsible for certifying the proportionate share of costs which are associated with the above-mentioned items. If any requirement of this paragraph is prohibited by law, it shall be deemed to have no force and effect. To the extent that any requirement in this paragraph is permitted by law whether presently or in the future, it shall be enforceable.

ARTICLE 5

DUES CHECK OFF

Upon receipt of a properly signed and completed authorization form for dues check off, the City shall deduct the regular monthly dues from each employee's pay check. Dues check off authorization forms shall be honored only for employees represented by the Union and when they are received at least ten (10) days prior to the pay day on which dues are to be deducted. All dues check off authorizations shall be submitted to the Finance Director.

ARTICLE 6
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; and to set standards of services for the public, except where expressly and specifically restricted by the provisions of this Agreement. The Union shall receive advance notice when a policy is discontinued, amended or implemented.

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 7
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 8
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, 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.

The Union agrees for its members that individually and collectively they will perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interest of the City, its good name, and its service to the public. The City agrees that it will not act capriciously or arbitrarily in its treatment of employees and will apply the terms of this Agreement impartially to all employees.

ARTICLE 9

SENIORITY

Seniority shall be defined as the employee's length of service since their last date of hire within the bargaining unit.

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.

In the event service is broken less than one year, previous seniority will be computed for longevity and vacation only.

ARTICLE 10

UNIVERSAL EQUIPMENT AND LABOR

Tools, machinery, equipment, and labor shall be interchangeable from one department to another without regard to any Union recognition clause in any contract between the City and any other Union representing City employees. It is understood that the flexibility offered by this provision shall be used for efficiency, public service, and to enhance available work opportunities, and not for purposes of destroying basic job classifications or the bargaining unit.

ARTICLE 11
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 the vacancy 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.

The employee with the greatest seniority (from among the employees who properly sign the bid sheet) shall be promoted to the vacancy. The employee bidding to the higher classification shall be placed on the Salary Step on the Tier II Salary Schedule in the new classification that comes closest to their current salary plus \$2,000, but not to go over \$2,000 increase unless they have to go to the Start Step and it is more than \$2,000. If the employee bids to a lower paying position, they will be placed on the Tier II Salary Schedule on the step that comes nearest their own current salary.

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 employee under the terms of this Agreement.

Once an employee has been promoted to a vacancy through the bidding procedure process, he/she shall serve a qualification period of one hundred eighty (180) 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, or if the employee desires to return to their former position during the qualification period, he/she shall be returned to their former position with no loss of seniority at their appropriate former salary and the vacancy shall be rebid according to the procedures described in this section. If the bid position fills a vacancy caused by another union member being promoted to a higher position and the union member does not qualify for the higher position within the qualification period, the union member shall be returned to their former position and both positions will be rebid.

Employees who return to work from an approved disability leave shall be allowed to bid on any positions, which were posted within the previous ninety (90) calendar days.

The City Manager and the Department Head 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.

ARTICLE 12
NEW APPOINTMENTS

The City Manager shall have the sole authority to appoint employees to the City's service. The City Manager may, at his option, delegate this authority to the Department Head. All new appointments to the City's service shall be based solely upon an individual's qualifications, experience, fitness, and suitability for municipal employment.

ARTICLE 13
PROBATIONARY EMPLOYEES

All employees shall be considered probationary employees for the first six (6) months following their date of hire. The City shall be the sole judge as to whether a probationary employee shall continue in employment during the probationary period. The probationary employee shall have no recourse for appeal under the terms of this agreement.

Probationary employees shall be evaluated by the Department Head and the City Manager after ninety (90) days of employment and a copy of the written evaluation shall be given to the employee and the Union.

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

Probationary employees would have no bidding or seniority rights, probationary employees would not qualify for any vacation, holiday, personal leave, birthday or sick leave benefits until probationary period is successfully completed. Upon completion of successful probationary period, said leave allotments would accrue from date of hire.

ARTICLE 14
LAYOFFS AND RECALLS

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 department are to be vacated and shall post them in a conspicuous location for a minimum of seven (7) calendar days prior to the layoff becoming effective.

An employee in a classification, which is to be vacated, may "bump" another employee provided he has greater seniority within the bargaining unit. An employee "bumping" another employee in a different classification shall be placed at the appropriate salary for the new position.

An employee who is "bumped" from his position may also "bump" other employees within the bargaining unit if he/she has greater seniority within 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.

ARTICLE 15 **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 16 **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 17 **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.

Step One: Employee(s) who have a grievance shall file it in written form with their Department Head within ten (10) calendar 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 written decision within ten (10) calendar 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) calendar 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 an arbitrator 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 arbitrator.

The arbitrator 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 arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator 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 arbitrator finds a violation of the terms of this Agreement, he shall determine an appropriate remedy.

The arbitrator 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 arbitrator'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 arbitrator's decision shall be final and binding upon the City and the Union.

Expenses for the arbitrator'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 18

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 19

UNIFORMS

Employees are required to wear City provided uniforms. The City will determine the type of uniform, taking in consideration the recommendations of a uniform committee. Only Meter Readers may wear shorts. 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 or the cost of the uniforms 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.

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.

ARTICLE 20

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 similar to those that predated this agreement and are consistent with all City bargaining units.

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

Deductible In-Network:	Individual \$1,000	Family	\$2,000
Deductible Out-of-Network:	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. Any cost containment measures shall be implemented for all eligible employees consistent with all City bargaining units.

- (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 employees' 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 21

HOURS OF WORK

- (a) **Regular Hours of Work.** Five (5) consecutive days will constitute a workweek and eight (8) hours shall constitute a workday. The regular workweek shall be Monday thru Friday and regular work hours shall be 7:00 a.m. until 4:00 p.m.
- (b) **Lunches and Breaks.** Employees working a regular schedule of 7:00 a.m. until 4:00 p.m. are entitled to a one (1) hour unpaid lunch period to be taken during the middle of the workday from 12:00 noon until 1:00 p.m., unless mutually agreed otherwise. 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. Break schedules will be determined by the Department Head, but shall not be cumulative, combined, nor taken at the start or end of the work day.

Employees may be permitted to work a regular schedule of eight (8) hours per day (7:00 a.m. until 3:00 p.m.) 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.

- (c) **Overtime Assignments** Overtime opportunities and assignments shall be divided as equitably as possible between members 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. Where the union members maintain the overtime call-out board, management will call out employees as listed on the board. If the board is incorrect, management is not responsible for errors and union member waive the right to file a grievance (no time-slipping).

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.

- (d) **Overtime Pay** All work performed in excess of eight (8) hours per day shall be considered overtime. Overtime worked on regular work days and Saturdays, shall be paid at a rate of time and one-half the employee's hourly rate of pay. Employees shall be paid at a rate of double the employee's hourly rate of pay for all time worked on Sundays. Employees shall be paid at a rate of double the employee's hourly rate of pay for time worked on recognized City holidays in addition to holiday pay. Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act.

- (e) **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. 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, the employee shall not be entitled to additional guaranteed minimum of two (2) hours pay. Rather, the two callbacks will be considered a single call back. Employees on call back 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 or unjust rewards.

- (f) **Compensatory Time** Employees shall be paid for their overtime unless it is mutually agreed between the Department Head and the employee that the employee shall receive compensatory time. The balance of an employee's compensatory time reserve shall be

capped at forty (40) hours. Compensatory time must be taken in increments of two (2) hours or more. Department Heads shall list the balance of each employee's compensatory time on each payroll sheet. Compensatory time shall be scheduled at the Department Head's sole discretion and approval.

(g) **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 with a maximum of three (3) meals in a 24-hour period. 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 22

ATTENDANCE

No employee shall absent himself from work without proper notification to his/her supervisor.

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

ARTICLE 23

HOLIDAYS

The official city holidays shall be:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	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. At the Department Head's discretion, if a holiday falls on an employee's day off, the employee shall receive the additional pay at straight time or a compensatory day off at a later date. 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.

ARTICLE 24

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 normal retirement or death, an employee shall be compensated in cash for 50% of his or her accumulated, unused sick leave bank. The City will calculate the value of the sick leave bank at the employee's regular rate of pay as of his or her last scheduled day of work for the City.

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 a member of the employee's household that requires the employee's personal care and attention.
3. To care for the employee's spouse, 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. 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. 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) The City and Union agree that sick leave abuse is a very serious offense. The parties further agree that it is in the interest of the Union and the City that the Union and the City use all reasonable means to ascertain and effectively deal with sick leave abuse; subject to the terms of the Agreement.
- (d) 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 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.
- (e) 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.
- (f) 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, have available for his use, any unused sick leave existing at the time of his lay-off. When an employee is transferred to another position, any unused sick leave, which may have accumulated to his credit, shall continue to be available for his use as necessary.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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 25
PERSONAL LEAVE

All employees shall be granted three (3) personal days per fiscal year, plus one-half (1/2) day Christmas Eve and one-half (1/2) day New Year's Eve. The three (3) personal days may be used for any reason. The three (3) personal days may not be carried over from one year to the next.

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

ARTICLE 26
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
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
9. Grandchildren, including current step

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 27

VACATIONS

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. Vacation leave must be taken in increments of two (2) hours or more.

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.

All vacation shall only be used with the advance approval of the Department Head. Vacation leave shall be chosen by employees according to seniority as well as the minimum staffing requirements established by the Department Head.

Upon termination, an employee will receive payment of accrued vacation leave based on the time earned from the first of the year terminated to the last day member performed bargaining unit work for the City

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

ARTICLE 28

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 29

CITY OF MT. VERNON 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 30
INCLEMENT WEATHER

Employees shall not be required to work outside in inclement weather except in cases of emergency.

ARTICLE 31
SAFETY SHOES

When the City for safety purposes requires safety shoes, the City shall provide them to union members. 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 and up to \$250.00 for the replacement of orthotic safety shoes as deemed necessary by a qualified medical provider.

ARTICLE 32
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.

Employees within the Bargaining Unit who are temporarily assigned to do work in a higher paying classification will earn one dollar (\$1.00) per hour for each hour worked out of class.

ARTICLE 33
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 immediately prior to pay day.

ARTICLE 34
NO STRIKE - NO LOCKOUT

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

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

The Union, its membership, individually and collectively, and the Brotherhood, agree 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 35
RESIDENCY

Residency within the limits of Jefferson County is required.

ARTICLE 36
CREDIT UNION

The City agrees to establish a credit union for its employees. Membership in the credit union will be optional to the employees.

ARTICLE 37
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 union membership per fiscal year. Selection for the union membership to be tested will be as follows: The names of the union membership shall be listed alphabetically and shall be numbered consecutively commencing with the number one (1). A number shall be placed in a container representing each number assigned to each union member. After the numbers are placed in the container, they shall be drawn one at a time from the container after they have been thoroughly shaken and mixed. The union member corresponding to the first number drawn shall be the first member tested. The City of Mt. Vernon will determine the number of union members to be tested up to the maximum of 25% of the union membership per fiscal year. A union representative and the City Manager or his designee shall be present at the selection of union member to be tested.

Employees who are called into work after hours have the right of refusal of overtime if they feel that they are incapacitated or impaired due to influence of drugs or alcohol. It is the employees' responsibility to notify their Department Head of their reason for refusing overtime. Employees would retain their position on the overtime call out list if they disclose the reason for refusal. If the employee reports to work under the influence of drugs or alcohol, the employee would be subject to drug testing as outlined in this section.

Union members who are injured on the job which involves medical treatment; has an incident 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 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 38

DRIVER'S LICENSE

As a condition of employment after May 1, 2012, new employees must pass the written Illinois Commercial Driver License test within 180 days and maintain the CDL license. The City will provide training and pay for the acquisition of the Class A CDL and/or Tanker endorsement as well as pay for the renewal fee for Class A and Class B CDL license or Tanker endorsement. The employee is responsible for any endorsement or restriction fees not included in this article. Temporary employees are not required to hold a CDL license.

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.

Full-time employees hired before May 1, 2012 are eligible for additional pay at the rate of \$200 per year for each Class A License or Tanker endorsement if they provide proof they hold a Class A CDL or Tanker Endorsement and the City will pay for the Class A renewal CDL license fee and/or Tanker Endorsement fees.

Full-time employees hired before May 1, 2012 who want acquire a Class A CDL or Tanker endorsement may receive training and pay for acquiring the Class A CDL and/or Tanker endorsement and will eligible for the additional pay and renewal fees.

ARTICLE 39

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 40

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.

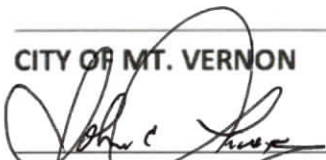
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CITY OF MT. VERNON


John Lewis
Mayor


Mary Ellen Bechtel
City Manager

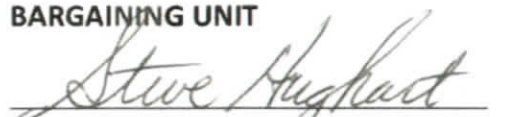

Nathan McKenna
Asst. City Manager


Cheryl Conner
Director of Human Resources

ATTEST:


Mary Jo Pemberton
City Clerk

BARGAINING UNIT


Steve Hughart
Business Manager, Local Union #702
Int'l Brotherhood of Electrical Workers

TIER I SALARY SCHEDULE					
UTILITY INVESTIGATOR					
		4.00%	3.00%	3.00%	3.00%
	4/30/2022	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Start	53,292	55,424	57,087	58,800	60,564
6 Months	53,780	55,931	57,609	59,337	61,117
Step 1	54,281	56,452	58,146	59,890	61,687
Step 2	54,780	56,971	58,680	60,440	62,253
Step 3	55,287	57,498	59,223	61,000	62,830
Step 4	55,794	58,026	59,767	61,560	63,407
Step 5	56,313	58,566	60,323	62,133	63,997
Step 6	56,832	59,105	60,878	62,704	64,585
Step 7	57,360	59,654	61,444	63,287	65,186
Step 8	57,892	60,208	62,014	63,874	65,790
Step 9	58,429	60,766	62,589	64,467	66,401
Step 10	58,971	61,330	63,170	65,065	67,017
Step 11	59,519	61,900	63,757	65,670	67,640
Step 12	60,069	62,472	64,346	66,276	68,264
Step 13	60,630	63,055	64,947	66,895	68,902
Step 14	61,194	63,642	65,551	67,518	69,544
Step 15	61,761	64,231	66,158	68,143	70,187
Step 16	62,340	64,834	66,779	68,782	70,845
Step 17	62,924	65,441	67,404	69,426	71,509
Step 18	63,511	66,051	68,033	70,074	72,176
Step 19	64,107	66,671	68,671	70,731	72,853
Step 20	64,701	67,289	69,308	71,387	73,529
Step 21	65,306	67,918	69,956	72,055	74,217
Step 22	65,915	68,552	70,609	72,727	74,909
Step 23	66,521	69,182	71,257	73,395	75,597
Step 24	67,093	69,777	71,870	74,026	76,247
Step 25	67,763	70,474	72,588	74,766	77,009
Step 26	68,439	71,177	73,312	75,511	77,776
Step 27	69,125	71,890	74,047	76,268	78,556
Step 28	69,819	72,612	74,790	77,034	79,345
Step 29	70,513	73,334	75,534	77,800	80,134
Step 30	71,220	74,069	76,291	78,580	80,937
Step 31	71,931	74,808	77,052	79,364	81,745
Step 32	72,653	75,559	77,826	80,161	82,566
Step 33	73,377	76,312	78,601	80,959	83,388
Step 34	74,113	77,078	79,390	81,772	84,225
Step 35	74,851	77,845	80,180	82,585	85,063
The 6-month step applies to new hires only. If a current employee is promoted to a higher position, then the 6-month step is the same as a regular step.					
**No Cap on the number of steps.					

TIER I SALARY SCHEDULE					
RELIEF OPERATOR					
FITTER					
FITTER HELPER					
		4.00%	3.00%	3.00%	3.00%
	4/30/2022	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Start	54,100	56,264	57,952	59,691	61,482
6 Months	54,597	56,781	58,484	60,239	62,046
Step 1	55,104	57,308	59,027	60,798	62,622
Step 2	55,612	57,836	59,571	61,358	63,199
Step 3	56,124	58,369	60,120	61,924	63,782
Step 4	56,647	58,913	60,680	62,500	64,375
Step 5	57,215	59,504	61,289	63,128	65,022
Step 6	57,699	60,007	61,807	63,661	65,571
Step 7	58,234	60,563	62,380	64,251	66,179
Step 8	58,775	61,126	62,960	64,849	66,794
Step 9	59,322	61,695	63,546	65,452	67,416
Step 10	59,876	62,271	64,139	66,063	68,045
Step 11	60,431	62,848	64,733	66,675	68,675
Step 12	60,996	63,436	65,339	67,299	69,318
Step 13	61,562	64,024	65,945	67,923	69,961
Step 14	62,134	64,619	66,558	68,555	70,612
Step 15	62,714	65,223	67,180	69,195	71,271
Step 16	63,300	65,832	67,807	69,841	71,936
Step 17	63,891	66,447	68,440	70,493	72,608
Step 18	64,487	67,066	69,078	71,150	73,285
Step 19	65,095	67,699	69,730	71,822	73,977
Step 20	65,699	68,327	70,377	72,488	74,663
Step 21	66,321	68,974	71,043	73,174	75,369
Step 22	66,941	69,619	71,708	73,859	76,075
Step 23	67,567	70,270	72,378	74,549	76,785
Step 24	68,190	70,918	73,046	75,237	77,494
Step 25	68,873	71,628	73,777	75,990	78,270
Step 26	69,562	72,344	74,514	76,749	79,051
Step 27	70,259	73,069	75,261	77,519	79,845
Step 28	70,959	73,797	76,011	78,291	80,640
Step 29	71,669	74,536	76,772	79,075	81,447
Step 30	72,382	75,277	77,535	79,861	82,257
Step 31	73,111	76,035	78,316	80,665	83,085
Step 32	73,842	76,796	79,100	81,473	83,917
Step 33	74,579	77,562	79,889	82,286	84,755
Step 34	75,323	78,336	80,686	83,107	85,600
Step 35	76,078	79,121	81,495	83,940	86,458
The 6-month step applies to new hires only. If a current employee is promoted to a higher position, then the 6-month step is the same as a regular step.					
**No Cap on the number of steps.					

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

TIER II SALARY SCHEDULE				
FITTER HELPER				
	NEW SCHEDULE	3.00%	3.00%	3.00%
	05/01/2022	05/01/2023	05/01/2024	05/01/2025
Start	51,308	52,847	54,432	56,065
6 Months	51,778	53,331	54,931	56,579
Step 1	52,253	53,821	55,436	57,099
Step 2	52,731	54,313	55,942	57,620
Step 3	53,215	54,811	56,455	58,149
Step 4	53,705	55,316	56,975	58,684
Step 5	54,198	55,824	57,499	59,224
Step 6	54,698	56,339	58,029	59,770
Step 7	55,200	56,856	58,562	60,319
Step 8	55,708	57,379	59,100	60,873
Step 9	56,223	57,910	59,647	61,436
Step 10	56,740	58,442	60,195	62,001
Step 11	57,267	58,985	60,755	62,578
Step 12	57,794	59,528	61,314	63,153
Step 13	58,330	60,080	61,882	63,738
Step 14	58,869	60,635	62,454	64,328
Step 15	59,415	61,197	63,033	64,924
Step 16	59,962	61,761	63,614	65,522
Step 17	60,522	62,338	64,208	66,134
Step 18	61,083	62,915	64,802	66,746
Step 19	61,651	63,501	65,406	67,368
Step 20	62,223	64,090	66,013	67,993
Step 21	62,797	64,681	66,621	68,620
Step 22	63,378	65,279	67,237	69,254
Step 23	63,976	65,895	67,872	69,908
Step 24	64,537	66,473	68,467	70,521
Step 25	65,180	67,135	69,149	71,223
Step 26	65,835	67,810	69,844	71,939
Step 27	66,492	68,487	70,542	72,658
Step 28	67,158	69,173	71,248	73,385
Step 29	67,825	69,860	71,956	74,115
Step 30	68,505	70,560	72,677	74,857
Step 31	69,192	71,268	73,406	75,608
Step 32	69,884	71,981	74,140	76,364
Step 33	70,583	72,700	74,881	77,127
Step 34	71,290	73,429	75,632	77,901
Step 35	72,001	74,161	76,386	78,678
The 6-month step applies to new hires only. If a current employee is promoted to a higher position, then the 6-month step is the same as a regular step.				
**No Cap on the number of steps.				

TIER I SALARY SCHEDULE					
RELIEF OPERATOR with IEPA LICENSE					
		4.00%	3.00%	3.00%	3.00%
	4/30/2022	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Start	55,799	58,031	59,772	61,565	63,412
6 Months	56,297	58,549	60,305	62,114	63,977
Step 1	56,802	59,074	60,846	62,671	64,551
Step 2	57,314	59,607	61,395	63,237	65,134
Step 3	57,827	60,140	61,944	63,802	65,716
Step 4	58,348	60,682	62,502	64,377	66,308
Step 5	58,871	61,226	63,063	64,955	66,904
Step 6	59,403	61,779	63,632	65,541	67,507
Step 7	59,938	62,336	64,206	66,132	68,116
Step 8	60,476	62,895	64,782	66,725	68,727
Step 9	61,023	63,464	65,368	67,329	69,349
Step 10	61,572	64,035	65,956	67,935	69,973
Step 11	62,131	64,616	66,554	68,551	70,608
Step 12	62,695	65,203	67,159	69,174	71,249
Step 13	63,259	65,789	67,763	69,796	71,890
Step 14	63,832	66,385	68,377	70,428	72,541
Step 15	64,416	66,993	69,003	71,073	73,205
Step 16	65,001	67,601	69,629	71,718	73,870
Step 17	65,590	68,214	70,260	72,368	74,539
Step 18	66,190	68,838	70,903	73,030	75,221
Step 19	66,791	69,463	71,547	73,693	75,904
Step 20	67,378	70,073	72,175	74,340	76,570
Step 21	68,020	70,741	72,863	75,049	77,300
Step 22	68,642	71,388	73,530	75,736	78,008
Step 23	69,264	72,035	74,196	76,422	78,715
Step 24	69,888	72,684	74,865	77,111	79,424
Step 25	70,592	73,416	75,618	77,887	80,224
Step 26	71,295	74,147	76,371	78,662	81,022
Step 27	72,006	74,886	77,133	79,447	81,830
Step 28	72,725	75,634	77,903	80,240	82,647
Step 29	73,456	76,394	78,686	81,047	83,478
Step 30	74,188	77,156	79,471	81,855	84,311
Step 31	74,934	77,931	80,269	82,677	85,157
Step 32	75,680	78,707	81,068	83,500	86,005
Step 33	76,436	79,493	81,878	84,334	86,864
Step 34	77,203	80,291	82,700	85,181	87,736
Step 35	77,975	81,094	83,527	86,033	88,614
The 6-month step applies to new hires only. If a current employee is promoted to a higher position, then the 6-month step is the same as a regular step.					
**No Cap on the number of steps.					

TIER I SALARY SCHEDULE					
METER READER					
		4.00%	3.00%	3.00%	3.00%
	4/30/2022	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Start	42,466	44,165	45,490	46,855	48,261
6 Months	42,853	44,567	45,904	47,281	48,699
Step 1	43,242	44,972	46,321	47,711	49,142
Step 2	43,652	45,398	46,760	48,163	49,608
Step 3	44,031	45,792	47,166	48,581	50,038
Step 4	44,432	46,209	47,595	49,023	50,494
Step 5	44,839	46,633	48,032	49,473	50,957
Step 6	45,248	47,058	48,470	49,924	51,422
Step 7	45,664	47,491	48,916	50,383	51,894
Step 8	46,079	47,922	49,360	50,841	52,366
Step 9	46,450	48,308	49,757	51,250	52,788
Step 10	46,927	48,804	50,268	51,776	53,329
Step 11	47,355	49,249	50,726	52,248	53,815
Step 12	47,793	49,705	51,196	52,732	54,314
Step 13	48,233	50,162	51,667	53,217	54,814
Step 14	48,675	50,622	52,141	53,705	55,316
Step 15	49,124	51,089	52,622	54,201	55,827
Step 16	49,573	51,556	53,103	54,696	56,337
Step 17	50,030	52,031	53,592	55,200	56,856
Step 18	50,492	52,512	54,087	55,710	57,381
Step 19	50,958	52,996	54,586	56,224	57,911
Step 20	51,426	53,483	55,087	56,740	58,442
Step 21	51,903	53,979	55,598	57,266	58,984
Step 22	52,380	54,475	56,109	57,792	59,526
Step 23	52,854	54,968	56,617	58,316	60,065
Step 24	53,332	55,465	57,129	58,843	60,608
Step 25	53,863	56,018	57,699	59,430	61,213
Step 26	54,403	56,579	58,276	60,024	61,825
Step 27	54,949	57,147	58,861	60,627	62,446
Step 28	55,497	57,717	59,449	61,232	63,069
Step 29	56,049	58,291	60,040	61,841	63,696
Step 30	56,611	58,875	60,641	62,460	64,334
Step 31	57,179	59,466	61,250	63,088	64,981
Step 32	57,752	60,062	61,864	63,720	65,632
Step 33	58,328	60,661	62,481	64,355	66,286
Step 34	58,911	61,267	63,105	64,998	66,948
Step 35	59,500	61,880	63,736	65,648	67,617
The 6-month step applies to new hires only. If a current employee is promoted to a higher position, then the 6-month step is the same as a regular step.					
**No Cap on the number of steps.					

WATER TREATMENT PLANT OPERATOR - CLASS D					
		4.00%	3.00%	3.00%	3.00%
	4/30/2022	5/1/2022	5/1/2023	5/1/2024	5/1/2025
START	53,263	55,393	57,055	58,767	60,530
6 MONTHS	53,754	55,904	57,581	59,308	61,088
STEP 1	54,245	56,414	58,107	59,850	61,646
STEP 2	54,745	56,935	58,643	60,402	62,214
STEP 3	55,252	57,462	59,186	60,962	62,791
STEP 4	55,762	57,993	59,733	61,525	63,370
STEP 5	56,281	58,532	60,288	62,097	63,960
STEP 6	56,798	59,070	60,842	62,667	64,547
STEP 7	57,328	59,622	61,410	63,252	65,150
STEP 8	57,857	60,171	61,976	63,835	65,751
STEP 9	58,395	60,731	62,553	64,429	66,362
STEP 10	58,937	61,295	63,134	65,028	66,978
STEP 11	59,487	61,867	63,723	65,634	67,603
STEP 12	60,039	62,441	64,314	66,243	68,231
STEP 13	60,592	63,016	64,906	66,854	68,859
STEP 14	61,157	63,603	65,511	67,477	69,501
STEP 15	61,735	64,204	66,130	68,114	70,158
STEP 16	62,305	64,797	66,741	68,743	70,806
STEP 17	62,889	65,405	67,367	69,388	71,470
STEP 18	63,475	66,015	67,995	70,035	72,136
STEP 19	64,064	66,627	68,625	70,684	72,805
STEP 20	64,667	67,254	69,272	71,350	73,490
STEP 21	65,273	67,884	69,920	72,018	74,179
STEP 22	65,878	68,513	70,568	72,685	74,866
STEP 23	66,490	69,149	71,224	73,360	75,561
STEP 24	67,099	69,783	71,877	74,033	76,254
STEP 25	67,769	70,480	72,595	74,772	77,016
STEP 26	68,447	71,185	73,320	75,520	77,785
STEP 27	69,130	71,895	74,052	76,273	78,561
STEP 28	69,823	72,616	74,794	77,038	79,349
STEP 29	70,523	73,344	75,544	77,811	80,145
STEP 30	71,225	74,074	76,296	78,585	80,943
STEP 31	71,941	74,819	77,063	79,375	81,756
STEP 32	72,661	75,568	77,835	80,170	82,575
STEP 33	73,387	76,322	78,612	80,970	83,400
STEP 34	74,120	77,085	79,397	81,779	84,233
STEP 35	74,859	77,853	80,189	82,594	85,072
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.					
**No Cap on the Number of Steps					