

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, 2018 THROUGH APRIL 30, 2022

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AGREEMENT

This Agreement is entered into on this _____ day of _____, 2018 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; however, 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.

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

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.

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 at the same Salary Step in the new classification as their current Salary Step.

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. Currently, the amount of life insurance coverage is \$5,000. The amount of life insurance 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 not exceed thirty (30) 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 \$9.00 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 "l" 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
PERFECT ATTENDANCE

If an employee does not use sick leave between January 1 and June 30 or July 1 and December 31, he shall receive one (1) personal day for each period, to be used during the following calendar year.

ARTICLE 26
PERSONAL LEAVE

All employees shall be granted two (2) personal days per fiscal year, plus one-half (1/2) day Christmas Eve and one-half (1/2) day New Year's Eve. The two (2) personal days may be used for any reason. The two (2) 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 27
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
9. 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 28

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 29
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 30
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 31
INCLEMENT WEATHER

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

ARTICLE 32
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 \$200.00 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 33
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 34
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 35
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, 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 36
RESIDENCY

Residency within the limits of Jefferson County is required.

ARTICLE 37
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 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 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 39
DRIVER'S LICENSE

As a condition of employment after May 1, 2012, new members of the bargaining unit including temporary union members 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.

For full-time members, the City will pay for the basic renewal CDL license fee. The member is responsible for any endorsement or restriction fees. Union members shall submit a receipt to their Department Head to submit for reimbursement to the member.

ARTICLE 40 **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 41 **TERM**

This Agreement shall take effect retroactive to May 1, 2018, 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, 2022.

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, 2022. 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.

CITY OF MT. VERNON


John Lewis
Mayor



Mary Ellen Bechtel
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



UTILITY					
INVESTIGATOR					
		1.75%	1.75%	1.75%	1.75%
	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
START	49,719	50,589	51,474	52,375	53,292
6 MONTHS	50,175	51,053	51,946	52,855	53,780
STEP 1	50,641	51,527	52,429	53,347	54,281
STEP 2	51,108	52,002	52,912	53,838	54,780
STEP 3	51,580	52,483	53,401	54,336	55,287
STEP 4	52,053	52,964	53,891	54,834	55,794
STEP 5	52,538	53,457	54,392	55,344	56,313
STEP 6	53,022	53,950	54,894	55,855	56,832
STEP 7	53,514	54,450	55,403	56,373	57,360
STEP 8	54,010	54,955	55,917	56,896	57,892
STEP 9	54,511	55,465	56,436	57,424	58,429
STEP 10	55,017	55,980	56,960	57,957	58,971
STEP 11	55,528	56,500	57,489	58,495	59,519
STEP 12	56,042	57,023	58,021	59,036	60,069
STEP 13	56,565	57,555	58,562	59,587	60,630
STEP 14	57,092	58,091	59,108	60,142	61,194
STEP 15	57,621	58,629	59,655	60,699	61,761
STEP 16	58,160	59,178	60,214	61,268	62,340
STEP 17	58,706	59,733	60,778	61,842	62,924
STEP 18	59,253	60,290	61,345	62,419	63,511
STEP 19	59,808	60,855	61,920	63,004	64,107
STEP 20	60,363	61,419	62,494	63,588	64,701
STEP 21	60,928	61,994	63,079	64,183	65,306
STEP 22	61,496	62,572	63,667	64,781	65,915
STEP 23	62,062	63,148	64,253	65,377	66,521
STEP 24	62,595	63,690	64,805	65,939	67,093
STEP 25	63,221	64,327	65,453	66,598	67,763
STEP 26	63,851	64,968	66,105	67,262	68,439
STEP 27	64,491	65,620	66,768	67,936	69,125
STEP 28	65,138	66,278	67,438	68,618	69,819
STEP 29	65,786	66,937	68,108	69,300	70,513
STEP 30	66,445	67,608	68,791	69,995	71,220
STEP 31	67,109	68,283	69,478	70,694	71,931
STEP 32	67,782	68,968	70,175	71,403	72,653
STEP 33	68,458	69,656	70,875	72,115	73,377
STEP 34	69,144	70,354	71,585	72,838	74,113
STEP 35	69,834	71,056	72,299	73,564	74,851
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					

RELIEF OPERATOR					
FITTER					
FITTER HELPER					
		1.75%	1.75%	1.75%	1.75%
	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
START	50,474	51,357	52,256	53,170	54,100
6 MONTHS	50,937	51,828	52,735	53,658	54,597
STEP 1	51,410	52,310	53,225	54,156	55,104
STEP 2	51,884	52,792	53,716	54,656	55,612
STEP 3	52,362	53,278	54,210	55,159	56,124
STEP 4	52,849	53,774	54,715	55,673	56,647
STEP 5	53,380	54,314	55,264	56,231	57,215
STEP 6	53,831	54,773	55,732	56,707	57,699
STEP 7	54,330	55,281	56,248	57,232	58,234
STEP 8	54,835	55,795	56,771	57,764	58,775
STEP 9	55,345	56,314	57,299	58,302	59,322
STEP 10	55,861	56,839	57,834	58,846	59,876
STEP 11	56,380	57,367	58,371	59,392	60,431
STEP 12	56,907	57,903	58,916	59,947	60,996
STEP 13	57,434	58,439	59,462	60,503	61,562
STEP 14	57,969	58,983	60,015	61,065	62,134
STEP 15	58,509	59,533	60,575	61,635	62,714
STEP 16	59,056	60,089	61,141	62,211	63,300
STEP 17	59,608	60,651	61,712	62,792	63,891
STEP 18	60,164	61,217	62,288	63,378	64,487
STEP 19	60,731	61,794	62,875	63,975	65,095
STEP 20	61,294	62,367	63,458	64,569	65,699
STEP 21	61,874	62,957	64,059	65,180	66,321
STEP 22	62,453	63,546	64,658	65,790	66,941
STEP 23	63,038	64,141	65,263	66,405	67,567
STEP 24	63,618	64,731	65,864	67,017	68,190
STEP 25	64,256	65,380	66,524	67,688	68,873
STEP 26	64,898	66,034	67,190	68,366	69,562
STEP 27	65,549	66,696	67,863	69,051	70,259
STEP 28	66,202	67,361	68,540	69,739	70,959
STEP 29	66,864	68,034	69,225	70,436	71,669
STEP 30	67,530	68,712	69,914	71,137	72,382
STEP 31	68,209	69,403	70,618	71,854	73,111
STEP 32	68,891	70,097	71,324	72,572	73,842
STEP 33	69,578	70,796	72,035	73,296	74,579
STEP 34	70,274	71,504	72,755	74,028	75,323
STEP 35	70,978	72,220	73,484	74,770	76,078

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**

RELIEF OPERATOR with IEPA LICENSE					
		1.75%	1.75%	1.75%	1.75%
	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
START	52,058	52,969	53,896	54,839	55,799
6 MONTHS	52,523	53,442	54,377	55,329	56,297
STEP 1	52,994	53,921	54,865	55,825	56,802
STEP 2	53,471	54,407	55,359	56,328	57,314
STEP 3	53,950	54,894	55,855	56,832	57,827
STEP 4	54,436	55,389	56,358	57,344	58,348
STEP 5	54,924	55,885	56,863	57,858	58,871
STEP 6	55,420	56,390	57,377	58,381	59,403
STEP 7	55,919	56,898	57,894	58,907	59,938
STEP 8	56,422	57,409	58,414	59,436	60,476
STEP 9	56,932	57,928	58,942	59,973	61,023
STEP 10	57,444	58,449	59,472	60,513	61,572
STEP 11	57,966	58,980	60,012	61,062	62,131
STEP 12	58,491	59,515	60,557	61,617	62,695
STEP 13	59,018	60,051	61,102	62,171	63,259
STEP 14	59,553	60,595	61,655	62,734	63,832
STEP 15	60,097	61,149	62,219	63,308	64,416
STEP 16	60,643	61,704	62,784	63,883	65,001
STEP 17	61,192	62,263	63,353	64,462	65,590
STEP 18	61,752	62,833	63,933	65,052	66,190
STEP 19	62,313	63,403	64,513	65,642	66,791
STEP 20	62,861	63,961	65,080	66,219	67,378
STEP 21	63,459	64,570	65,700	66,850	68,020
STEP 22	64,040	65,161	66,301	67,461	68,642
STEP 23	64,620	65,751	66,902	68,073	69,264
STEP 24	65,203	66,344	67,505	68,686	69,888
STEP 25	65,859	67,012	68,185	69,378	70,592
STEP 26	66,516	67,680	68,864	70,069	71,295
STEP 27	67,179	68,355	69,551	70,768	72,006
STEP 28	67,850	69,037	70,245	71,474	72,725
STEP 29	68,532	69,731	70,951	72,193	73,456
STEP 30	69,215	70,426	71,658	72,912	74,188
STEP 31	69,910	71,133	72,378	73,645	74,934
STEP 32	70,606	71,842	73,099	74,378	75,680
STEP 33	71,311	72,559	73,829	75,121	76,436
STEP 34	72,027	73,287	74,570	75,875	77,203
STEP 35	72,748	74,021	75,316	76,634	77,975

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**

METER READER					
		1.75%	1.75%	1.75%	1.75%
	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
START	42,466	43,209	43,965	44,734	45,517
6 MONTHS	42,853	43,603	44,366	45,142	45,932
STEP 1	43,242	43,999	44,769	45,552	46,349
STEP 2	43,652	44,416	45,193	45,984	46,789
STEP 3	44,031	44,802	45,586	46,384	47,196
STEP 4	44,432	45,210	46,001	46,806	47,625
STEP 5	44,839	45,624	46,422	47,234	48,061
STEP 6	45,248	46,040	46,846	47,666	48,500
STEP 7	45,664	46,463	47,276	48,103	48,945
STEP 8	46,079	46,885	47,705	48,540	49,389
STEP 9	46,450	47,263	48,090	48,932	49,788
STEP 10	46,927	47,748	48,584	49,434	50,299
STEP 11	47,355	48,184	49,027	49,885	50,758
STEP 12	47,793	48,629	49,480	50,346	51,227
STEP 13	48,233	49,077	49,936	50,810	51,699
STEP 14	48,675	49,527	50,394	51,276	52,173
STEP 15	49,124	49,984	50,859	51,749	52,655
STEP 16	49,573	50,441	51,324	52,222	53,136
STEP 17	50,030	50,906	51,797	52,703	53,625
STEP 18	50,492	51,376	52,275	53,190	54,121
STEP 19	50,958	51,850	52,757	53,680	54,619
STEP 20	51,426	52,326	53,242	54,174	55,122
STEP 21	51,903	52,811	53,735	54,675	55,632
STEP 22	52,380	53,297	54,230	55,179	56,145
STEP 23	52,854	53,779	54,720	55,678	56,652
STEP 24	53,332	54,265	55,215	56,181	57,164
STEP 25	53,863	54,806	55,765	56,741	57,734
STEP 26	54,403	55,355	56,324	57,310	58,313
STEP 27	54,949	55,911	56,889	57,885	58,898
STEP 28	55,497	56,468	57,456	58,461	59,484
STEP 29	56,049	57,030	58,028	59,043	60,076
STEP 30	56,611	57,602	58,610	59,636	60,680
STEP 31	57,179	58,180	59,198	60,234	61,288
STEP 32	57,752	58,763	59,791	60,837	61,902
STEP 33	58,328	59,349	60,388	61,445	62,520
STEP 34	58,911	59,942	60,991	62,058	63,144
STEP 35	59,500	60,541	61,600	62,678	63,775
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					

WATER TREATMENT PLANT OPERATOR - CLASS D					
		1.75%	1.75%	1.75%	1.75%
	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
START	49,692	50,562	51,447	52,347	53,263
6 MONTHS	50,150	51,028	51,921	52,830	53,755
STEP 1	50,608	51,494	52,395	53,312	54,245
STEP 2	51,075	51,969	52,878	53,803	54,745
STEP 3	51,548	52,450	53,368	54,302	55,252
STEP 4	52,024	52,934	53,860	54,803	55,762
STEP 5	52,508	53,427	54,362	55,313	56,281
STEP 6	52,990	53,917	54,861	55,821	56,798
STEP 7	53,485	54,421	55,373	56,342	57,328
STEP 8	53,978	54,923	55,884	56,862	57,857
STEP 9	54,480	55,433	56,403	57,390	58,394
STEP 10	54,986	55,948	56,927	57,923	58,937
STEP 11	55,499	56,470	57,458	58,464	59,487
STEP 12	56,014	56,994	57,991	59,006	60,039
STEP 13	56,530	57,519	58,526	59,550	60,592
STEP 14	57,057	58,055	59,071	60,105	61,157
STEP 15	57,596	58,604	59,630	60,674	61,736
STEP 16	58,128	59,145	60,180	61,233	62,305
STEP 17	58,673	59,700	60,745	61,808	62,890
STEP 18	59,220	60,256	61,310	62,383	63,475
STEP 19	59,769	60,815	61,879	62,962	64,064
STEP 20	60,332	61,388	62,462	63,555	64,667
STEP 21	60,897	61,963	63,047	64,150	65,273
STEP 22	61,461	62,537	63,631	64,745	65,878
STEP 23	62,032	63,118	64,223	65,347	66,491
STEP 24	62,601	63,697	64,812	65,946	67,100
STEP 25	63,226	64,332	65,458	66,604	67,770
STEP 26	63,858	64,976	66,113	67,270	68,447
STEP 27	64,495	65,624	66,772	67,941	69,130
STEP 28	65,142	66,282	67,442	68,622	69,823
STEP 29	65,795	66,946	68,118	69,310	70,523
STEP 30	66,450	67,613	68,796	70,000	71,225
STEP 31	67,118	68,293	69,488	70,704	71,941
STEP 32	67,790	68,976	70,183	71,411	72,661
STEP 33	68,467	69,665	70,884	72,124	73,386
STEP 34	69,151	70,361	71,592	72,845	74,120
STEP 35	69,840	71,062	72,306	73,571	74,858
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					

