
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, 2026, THROUGH APRIL 30, 2030

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AGREEMENT

This Agreement is entered into on this 1st day of May, 2026
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:

Fitter
Relief Operator with Class D Water License
Utility Investigator
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 with IEPA License 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 eighteen (18) 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 and is non-refillable. 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. The City, in its discretion, will pay an employee on the last regularly scheduled payroll in December for any and all accrued and unused compensatory time.

(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 \$15.00 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
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Juneteenth
Fourth of July
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (1/2 Day)
Christmas Day
New Year's Eve Day (1/2 Day)
Employee's Birthday

If a holiday falls on Saturday, it shall be celebrated on the previous Friday; if a holiday falls on Sunday, it shall be celebrated on the following Monday. 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.

¹ 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 75% 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. 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
Paid Leave for Seasonal Temporary Workers

Scheduled temporary seasonal employees will qualify for the Paid leave for all workers which states: Temporary seasonal employees will accrue leave time based upon the amount of time they work. Employees will accrue one (1) hour of Paid Time Off (PTO) for every forty (40) hours worked. The PTO will be available to the employee for any reason needed after the first sixty (60) days of employment. The employee should give the employer 48 hours' notice that the employee will be taking time off if it is foreseeable. If the leave is not foreseeable, the employee may use it as personal time and take it by letting the supervisor know the morning of, but at least 2 hours prior to the start of the shift. PTO that is not used within twelve (12) months of employment is forfeited. Upon separation from employment, any accrued, but unused PTO that has not been forfeited will be paid out to the employee in the final paycheck. Upon becoming a union member, the employee will no longer accrue PTO under this provision and will instead be subject to the leave policies outlined in the collective bargaining agreement.

Article 27
FUNERAL LEAVE

Full-time employees may take up to three (3) days of paid bereavement leave for the death of a member of the employee's immediate family. Immediate family is defined as spouse, domestic partner or civil union partner, child, (natural, adopted, foster, or stepchild), sister, brother, parent (including natural, step-mother, step-father, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents (including step grand-parents and grand-parent -in-law) or grandchild (including step-grandchildren). The employee may take one (1) day off for 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. The City will pay the cost of the Class D Water Operator certification exam. Employees may take the certification exam during regular working hours,

provided adequate staffing levels are maintained. The City will provide study materials and packets to any employee interested in taking the exam. Employees are responsible for studying on their own personal time and may not study while on the clock. The City agrees to pay for the initial exam and one retake, provided the employee receives a minimum score of 60% on the first attempt.

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 \$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 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 two dollars (\$2.00) per hour for each hour worked out of class.

The senior employee serving as a crew foreman shall earn an additional one dollar and fifty cents (\$1.50) per hour. This is limited to 1 employee within the bargaining agreement.

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, 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 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, methaqualone's, 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, all employees shall always maintain a valid Illinois driver's license.

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

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, 2030. This Agreement shall continue in full force and effect from year to year thereafter unless the City or the Union provides written notice that it desires to cancel or amend the Agreement 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.

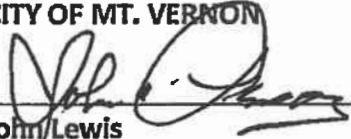
Comparable other employee groups shall mean all bargaining units with exception of those that have a right to compulsory interest arbitration as provided in Section 14 of the Illinois Public Labor Relations Act.

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

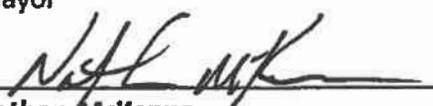
1. General Wage Increase
2. Overtime Rates of Pay
3. Holiday, Personal Leave, Sick Leave, and Vacation Leave Policy Regarding the Number of Days of Leave Provided.

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

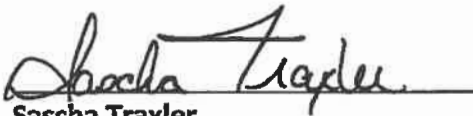
CITY OF MT. VERNON


John Lewis

Mayor

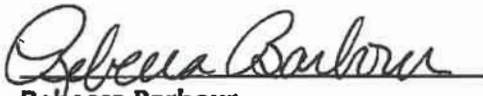

Nathan McKenna

City Manager


Sascha Traxler

Director of Human Resources

ATTEST:


Rebecca Barbour

City Clerk

BARGAINING UNIT


Steve Hughart

Business Manager, Local Union #702

Int'l Brotherhood of Electrical Workers

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

07/09/2026

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.

Tier I Salary Schedule					
Utility Investigator					
		4.00%	3.00%	3.00%	3.00%
	05/1/2025	05/1/2026	05/1/2027	05/1/2028	05/1/2029
Start	60,564	62,987	64,876	66,822	68,827
6 Months	61,117	63,562	65,469	67,433	69,456
Step 1	61,687	64,154	66,079	68,061	70,103
Step 2	62,253	64,796	66,740	68,742	70,804
Step 3	62,830	65,391	67,352	69,373	71,454
Step 4	63,407	65,997	67,977	70,016	72,116
Step 5	63,997	66,603	68,601	70,659	72,779
Step 6	64,585	67,222	69,239	71,316	73,456
Step 7	65,186	67,840	69,875	71,972	74,131
Step 8	65,790	68,471	70,526	72,641	74,821
Step 9	66,401	69,106	71,179	73,314	75,514
Step 10	67,017	69,748	71,840	73,995	76,215
Step 11	67,640	70,395	72,506	74,682	76,922
Step 12	68,264	71,049	73,181	75,376	77,637
Step 13	68,902	71,705	73,856	76,071	78,353
Step 14	69,544	72,375	74,546	76,782	79,086
Step 15	70,187	73,049	75,240	77,498	79,823
Step 16	70,845	73,724	75,936	78,214	80,561
Step 17	71,509	74,416	76,648	78,947	81,316
Step 18	72,176	75,113	77,366	79,687	82,078
Step 19	72,853	75,814	78,088	80,431	82,844
Step 20	73,529	76,525	78,821	81,185	83,621
Step 21	74,217	77,235	79,552	81,938	84,397
Step 22	74,909	77,958	80,296	82,705	85,186
Step 23	75,597	78,684	81,045	83,476	85,981
Step 24	76,247	79,407	81,789	84,243	86,770
Step 25	77,009	80,090	82,493	84,967	87,516
Step 26	77,776	80,890	83,317	85,816	88,391
Step 27	78,556	81,696	84,147	86,671	89,271
Step 28	79,345	82,515	84,991	87,540	90,167
Step 29	80,134	83,344	85,844	88,420	91,072
Step 30	80,937	84,173	86,698	89,299	91,978
Step 31	81,745	85,016	87,567	90,194	92,900
Step 32	82,566	85,865	88,441	91,094	93,827
Step 33	83,388	86,727	89,329	92,009	94,769
Step 34	84,225	87,591	90,218	92,925	95,713
Step 35	85,063	88,470	91,124	93,858	96,673
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					
Fitter					
Fitter Helper					
		4.00%	3.00%	3.00%	3.00%
	05/1/2025	05/1/2026	05/1/2027	05/01/2028	05/01/2029
Start	61,482	63,941	65,860	67,835	69,870
6 Months	62,046	64,528	66,464	68,458	70,511
Step 1	62,622	65,127	67,081	69,093	71,166
Step 2	63,199	65,778	67,751	69,784	71,878
Step 3	63,782	66,384	68,376	70,427	72,540
Step 4	64,375	66,997	69,007	71,077	73,209
Step 5	65,022	67,620	69,648	71,738	73,890
Step 6	65,571	68,299	70,348	72,459	74,632
Step 7	66,179	68,876	70,942	73,070	75,262
Step 8	66,794	69,514	71,600	73,748	75,960
Step 9	67,416	70,160	72,265	74,433	76,666
Step 10	68,045	70,814	72,938	75,126	77,380
Step 11	68,675	71,474	73,619	75,827	78,102
Step 12	69,318	72,136	74,300	76,529	78,825
Step 13	69,961	72,812	74,996	77,246	79,563
Step 14	70,612	73,487	75,692	77,962	80,301
Step 15	71,271	74,171	76,396	78,688	81,048
Step 16	71,936	74,863	77,109	79,422	81,805
Step 17	72,608	75,562	77,828	80,163	82,568
Step 18	73,285	76,267	78,555	80,912	83,339
Step 19	73,977	76,979	79,288	81,667	84,117
Step 20	74,663	77,705	80,037	82,438	84,911
Step 21	75,369	78,426	80,779	83,202	85,698
Step 22	76,075	79,168	81,543	83,989	86,509
Step 23	76,785	79,909	82,306	84,776	87,319
Step 24	77,494	80,655	83,075	85,567	88,134
Step 25	78,270	81,400	83,842	86,357	88,948
Step 26	79,051	82,215	84,681	87,222	89,838
Step 27	79,845	83,035	85,526	88,092	90,735
Step 28	80,640	83,869	86,385	88,977	91,646
Step 29	81,447	84,704	87,245	89,863	92,559
Step 30	82,257	85,552	88,118	90,762	93,485
Step 31	83,085	86,403	88,995	91,665	94,415
Step 32	83,917	87,272	89,891	92,587	95,365
Step 33	84,755	88,146	90,791	93,515	96,320
Step 34	85,600	89,027	91,697	94,448	97,282
Step 35	86,458	89,914	92,612	95,390	98,252
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					
Fitter					
		4.00%	3.00%	3.00%	3.00%
	5/1/2025	05/1/2026	05/1/2027	05/1/2028	05/1/2029
Start	60,471	62,890	64,777	66,720	68,721
6 Months	61,030	63,471	65,375	67,337	69,357
Step 1	61,594	64,058	65,979	67,959	69,998
Step 2	62,163	64,698	66,639	68,638	70,698
Step 3	62,736	65,296	67,255	69,273	71,351
Step 4	63,316	65,898	67,875	69,911	72,008
Step 5	63,899	66,507	68,502	70,557	72,674
Step 6	64,491	67,120	69,133	71,207	73,343
Step 7	65,088	67,741	69,774	71,867	74,023
Step 8	65,732	68,368	70,419	72,532	74,708
Step 9	66,303	69,045	71,116	73,250	75,447
Step 10	66,917	69,645	71,734	73,886	76,103
Step 11	67,538	70,290	72,398	74,570	76,807
Step 12	68,167	70,942	73,070	75,262	77,520
Step 13	68,804	71,603	73,751	75,963	78,242
Step 14	69,442	72,272	74,440	76,673	78,973
Step 15	70,093	72,942	75,130	77,384	79,706
Step 16	70,742	73,626	75,834	78,109	80,453
Step 17	71,402	74,307	76,537	78,833	81,198
Step 18	72,072	75,001	77,251	79,568	81,955
Step 19	72,729	75,704	77,976	80,315	82,724
Step 20	73,420	76,395	78,686	81,047	83,478
Step 21	74,104	77,120	79,434	81,817	84,272
Step 22	74,799	77,839	80,174	82,579	85,057
Step 23	75,484	78,569	80,926	83,354	85,854
Step 24	76,175	79,288	81,667	84,117	86,641
Step 25	76,939	80,014	82,415	84,887	87,434
Step 26	77,704	80,817	83,241	85,738	88,311
Step 27	78,487	81,620	84,069	86,591	89,189
Step 28	79,271	82,443	84,916	87,464	90,087
Step 29	80,062	83,266	85,764	88,337	90,987
Step 30	80,865	84,097	86,620	89,219	91,895
Step 31	81,673	84,941	87,489	90,113	92,817
Step 32	82,490	85,789	88,363	91,014	93,744
Step 33	83,316	86,647	89,247	91,924	94,682
Step 34	84,149	87,515	90,141	92,845	95,630
Step 35	84,988	88,390	91,042	93,773	96,586
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					
		4.00%	3.00%	3.00%	3.00%
	5/1/2025	05/01/2026	05/01/2027	05/01/2028	05/01/2029
Start	56,065	58,308	60,057	61,859	63,714
6 Months	56,579	58,842	60,607	62,426	64,298
Step 1	57,099	59,383	61,164	62,999	64,889
Step 2	57,620	59,977	61,776	63,629	65,538
Step 3	58,149	60,524	62,340	64,210	66,136
Step 4	58,684	61,080	62,912	64,799	66,743
Step 5	59,224	61,642	63,491	65,396	67,358
Step 6	59,770	62,209	64,075	65,997	67,977
Step 7	60,319	62,782	64,666	66,606	68,604
Step 8	60,873	63,359	65,260	67,218	69,234
Step 9	61,436	63,941	65,859	67,835	69,870
Step 10	62,001	64,532	66,468	68,462	70,516
Step 11	62,578	65,126	67,080	69,092	71,165
Step 12	63,153	65,732	67,704	69,735	71,827
Step 13	63,738	66,336	68,326	70,376	72,487
Step 14	64,328	66,950	68,959	71,028	73,159
Step 15	64,924	67,570	69,597	71,685	73,836
Step 16	65,522	68,196	70,242	72,349	74,520
Step 17	66,134	68,824	70,889	73,016	75,206
Step 18	66,746	69,467	71,551	73,698	75,909
Step 19	67,368	70,110	72,213	74,380	76,611
Step 20	67,993	70,763	72,886	75,073	77,325
Step 21	68,620	71,420	73,562	75,769	78,042
Step 22	69,254	72,078	74,241	76,468	78,762
Step 23	69,908	72,744	74,927	77,175	79,490
Step 24	70,521	73,431	75,634	77,903	80,240
Step 25	71,223	74,075	76,298	78,586	80,944
Step 26	71,939	74,813	77,057	79,369	81,750
Step 27	72,658	75,565	77,832	80,167	82,572
Step 28	73,385	76,320	78,610	80,968	83,397
Step 29	74,115	77,084	79,396	81,778	84,231
Step 30	74,857	77,850	80,186	82,591	85,069
Step 31	75,608	78,630	80,989	83,418	85,921
Step 32	76,364	79,419	81,801	84,255	86,783
Step 33	77,127	80,213	82,619	85,098	87,651
Step 34	77,901	81,014	83,445	85,948	88,526
Step 35	78,678	81,827	84,282	86,810	89,415
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%
	5/1/2025	5/1/2026	5/1/2027	5/1/2028	5/1/2029
Start	63,412	65,948	67,927	69,965	72,064
6 Months	63,977	66,536	68,532	70,588	72,706
Step 1	64,551	67,133	69,147	71,221	73,358
Step 2	65,134	67,804	69,839	71,934	74,092
Step 3	65,716	68,417	70,469	72,583	74,761
Step 4	66,308	69,028	71,099	73,232	75,429
Step 5	66,904	69,650	71,739	73,892	76,108
Step 6	67,507	70,276	72,384	74,556	76,792
Step 7	68,116	70,909	73,037	75,228	77,485
Step 8	68,727	71,549	73,696	75,906	78,184
Step 9	69,349	72,191	74,357	76,587	78,885
Step 10	69,973	72,844	75,030	77,280	79,599
Step 11	70,608	73,500	75,705	77,976	80,315
Step 12	71,249	74,167	76,392	78,683	81,044
Step 13	71,890	74,840	77,085	79,398	81,780
Step 14	72,541	75,513	77,779	80,112	82,515
Step 15	73,205	76,197	78,483	80,837	83,263
Step 16	73,870	76,895	79,201	81,577	84,025
Step 17	74,539	77,593	79,921	82,318	84,788
Step 18	75,221	78,296	80,645	83,064	85,556
Step 19	75,904	79,012	81,383	83,824	86,339
Step 20	76,570	79,730	82,121	84,585	87,123
Step 21	77,300	80,429	82,842	85,327	87,887
Step 22	78,008	81,196	83,632	86,141	88,725
Step 23	78,715	81,940	84,398	86,930	89,538
Step 24	79,424	82,682	85,163	87,718	90,349
Step 25	80,224	83,427	85,930	88,508	91,163
Step 26	81,022	84,267	86,795	89,399	92,081
Step 27	81,830	85,106	87,659	90,288	92,997
Step 28	82,647	85,954	88,533	91,189	93,925
Step 29	83,478	86,812	89,417	92,099	94,862
Step 30	84,311	87,685	90,316	93,025	95,816
Step 31	85,157	88,560	91,217	93,954	96,772
Step 32	86,005	89,449	92,132	94,896	97,743
Step 33	86,864	90,340	93,050	95,841	98,717
Step 34	87,736	91,242	93,979	96,799	99,703
Step 35	88,614	92,158	94,923	97,770	100,703
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.					