

ORDINANCE NO. 6651

**AN ORDINANCE AUTHORIZING EXECUTION OF  
LABOR AGREEMENT BETWEEN THE CITY OF PERU  
AND PERU PROFESSIONAL FIRE FIGHTERS LOCAL  
4751 OF THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS FOR THE PERIOD MAY 1, 2022  
THROUGH APRIL 30, 2025**

**WHEREAS**, the City of Peru, an Illinois home rule municipal corporation, (hereinafter "City") has conducted labor negotiations with Peru Professional Fire Fighters Local 4751 of the International Association of Fire Fighters (hereinafter "Local 4751 ") and a labor agreement has been reached between the City and Local 4751.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERU, LASALLE COUNTY, ILLINOIS, A HOME RULE MUNICIPAL CORPORATION, AS FOLLOWS:**

**SECTION 1:** The Mayor, for and on behalf of the City is hereby authorized and directed to execute, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, a Labor Agreement by and between the City and Local 4751, a copy of which is attached hereto and incorporated herein.

**SECTION 2:** This Ordinance shall be effective immediately from and after its passage and approval.

**PRESENTED, PASSED, AND ADOPTED** at a regular meeting of the City Council of the City of Peru Illinois, by an aye and nay roll call vote, with 8 voting aye, 0 voting nay, 0 absent, and Mayor Kolowski not voting, which meeting was held on the 25<sup>th</sup> day of April, 2022.



APPROVED: April 25, 2022

Ken Kolowski, Mayor

ATTEST:

David R. Bartley  
City Clerk

Alderman  
Ballard  
Tieman  
Payton  
Edgcomb  
Waldorf  
Sapienza  
Lukosus  
Buffo

Aye  
X  
X  
X  
X  
X  
X  
X  
X

Nay

Absent

**A G R E E M E N T**

**Between**

**CITY OF PERU**

**AND**

**Peru Professional Fire Fighters Local 4751  
Of The International Association of Fire Fighters**

May 1, 2022 to April 30, 2025

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## **PREAMBLE**

THIS AGREEMENT entered into by the CITY OF PERU, ILLINOIS (hereinafter referred to as the "City") and The Peru Professional Fire Fighters Local 4751 of the International Association of Fire Fighters (hereinafter referred to as the "Union"), has as its basic purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and other terms and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duty authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1** **RECOGNITION**

Section 1.1. Recognition. Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-10-003, dated 8/06/2009, the City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn Fire Fighters with the rank of Fire Fighter/Engineer excluding the rank of Chief, Fire Marshall and above, and excluding all part time employees, all paid on call employees, all confidential, supervisory and managerial employees as defined by the Act, and all other employees of the City of Peru.

Section 1.2. Probationary Period. The probationary period shall be twelve (12) months in duration from the date of hire as a full-time Fire Fighter/Engineer for the City of Peru. The probationary period refers to employment status only, and allows the employee to be credited and receive vacation and sick leave time, if available under this Agreement, prior to the completion of the probationary period. The City may extend the probationary period up to six (6) months, in three (3) month increments, in its discretion. During the probationary period, a fire fighter/engineer is entitled to all rights, privileges or benefits under this Agreement, except that the City may suspend or discharge a probationary fire fighter/engineer and such action shall be final and the fire fighter/engineer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fully to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.4. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

**ARTICLE 2**  
**NON-DISCRIMINATION**

The City and Union agree not to discriminate in the administration of this Agreement against any employee on the basis of race, color, creed, sex, age, national origin or Union membership or Union activity within the requirements and limitations of federal and state statutes.

**ARTICLE 3**  
**UNION SECURITY/DUES DEDUCTION**

Section 3.1. Dues Deduction. Upon receipt of proper written authorization from the employee, the City shall deduct each month Union dues in the amount certified by the Union from the pay of all fire fighter/engineers covered by this Agreement who authorize such deductions in writing. Such money shall be submitted to the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request.

The City agrees to forward to the Union, along with the dues, yearly a list identifying all employees from whom the City has withheld dues or fair share.

Section 3.2. Union Indemnification. The Union hereby indemnifies and agrees to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.



Section 3.3. Union Use Of Bulletin Board. The City will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. Postings shall not be political or inflammatory, nor shall they disparage or insult any person or the City, or be obscene, vulgar or unprofessional. The City may remove any posting that fails to comply with this requirement. The Union will limit the posting of Union notices to such bulletin board.

## ARTICLE 4

### LABOR-MANAGEMENT CONFERENCES

Section 4.1. Meeting Request. The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed by the Union officers and responsible administrative representatives of the City. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the City which may affect employees;
- (d) Discussion of ways to make the Department more effective and efficient and
- (e) Discussion of safety issues.

Section 4.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 4.3. Attendance. Attendance at labor-management meetings shall be voluntary, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time work day.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects, and to manage and direct its employees, including, but not limited to, the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to lay off employees or otherwise relieve employees from duty for lack of work or other legitimate reasons; to establish work and productivity standards and, from time to time, to change those standards; to develop written job descriptions for the positions covered by this Agreement, and to change those descriptions; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees and from time to time to change those standards; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees for training; to determine equipment to be used and uniforms to be worn; to determine work hours and days; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in the event of civil emergency as may be formally declared by the City Mayor or his authorized designees. In the event of any such emergency action the provisions of this Agreement may be suspended, if necessary, provided that the wage rate and monetary fringe benefits shall not be suspended, and that all provisions of this Agreement shall be immediately reinstated once the local disaster or civil emergency ceases to exist.

**ARTICLE 6**  
**CONTRACTING OUT OR SUBCONTRACTING**

Nothing herein shall prohibit the City from augmenting the current work force by contracting for services to meet staffing needs, however, the City agrees that it shall not use non-unit personnel for shift

work except pursuant to Section 9.4 of this Agreement. It is further agreed and understood that the use of paid on call employees, part-time employees, independent contractors or volunteers complies with Illinois law, specifically including 65 ILCS 5/10-2.1-4. The parties agree that nothing in this Agreement limits the use of such non-bargaining unit personnel in any way. No provision of this Agreement shall be applicable to any bargaining unit member who elects to work for any contractor utilized by the City.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 7.1. Definition. A "grievance" is defined as a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement;

Section 7.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days or within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1:        Appeal to Fire and Police Committee. The Union may file a written grievance with the Fire and Police Committee, signed by the employee and one local Union officer on a form mutually agreed to. A grievance shall set forth a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving Fire Fighter/Engineer(s). The grievant, one or more local Union officers (not to exceed three officers), an outside representative from the Union, if the Union deems appropriate, and the Fire and Police Committee will discuss the grievance within fourteen (14) calendar days after the grievance has been submitted to the Fire and Police Committee. The Fire and Police Committee may have present other persons whom the Committee determines appropriate. If no agreement is reached in such discussion, the Fire

and Police Committee will give an answer in writing within fourteen (14) calendar days from the date of the discussion.

STEP 2: Request for Review by Mayor. If the answer of the Fire and Police Committee is not acceptable, the Union may, within fourteen (14) calendar days, submit a written explanation of its position to the Mayor. If the Mayor declines to review the grievance (e.g., because the Mayor does not choose to become involved in a Department matter), the Mayor shall not answer and the Union may appeal to arbitration. If the Mayor elects to become involved, the Mayor shall submit a written answer within fourteen (14) calendar days. If the Mayor so elects, the Mayor may meet with local Union officers accompanied by the outside Union representative, if appropriate, prior to submitting an answer.

Section 7.3. Arbitration. If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Mayor's written answer or if the Mayor elects not to answer, within thirty (30) days after the fourteen (14) day period for the Mayor to consider submitting an answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt, each party shall strike a name from the list until there is one name remaining. The order of individual strikes shall be determined by a coin toss, with the loser striking first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel at their own expense.

- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator, cost of hearing room, and the cost of written transcripts, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Any decision or award of the arbitrator rendered within the limits of this Article 7 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 7.5. Time Limit for Filing. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed-to extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**ARTICLE 8**  
**NO STRIKE-NO LOCKOUT**

Section 8.1. No Strike. Neither the Union nor any fire fighter/engineers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-

down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, or picketing the home of a City official.

Section 8.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 8.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME**

Section 9.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 9.2. Normal Work day Scheduling. Fire Fighter/Engineers shall be assigned to a four (4) platoon system and shall work twenty-four (24) hours on duty, followed by seventy-two (72) hours off duty. Work days for platoons shall be concurrent, in order to provide fire protection for the City on a twenty-four (24) hour basis, seven (7) days per week. Platoons shall relieve each other at 8:00 a.m. each day. The work period in the Fire Department shall be 28 days.

Section 9.3. Overtime Pay. Employees shall receive time and one-half overtime pay, (hourly rate to be calculated by dividing the employee's annual salary by 2190 hours) for all hours in excess of 212 hours during the 28 day work period. In computing overtime pay, hours shall include all hours actually worked as employees of the City, holidays, vacations and paid sick leave. Time and one-half shall be paid for all hours worked on shift (excluding call backs) over and above an employee's regularly scheduled shifts; callouts shall be compensated pursuant to Section 9.5 below.

Section 9.4. Overtime Work. When the need for overtime shift coverage exists due to vacations, sickness, injury or other unforeseen causes, all such overtime hours shall be offered to the members of the bargaining unit. The Union shall establish and periodically update a Departmental Overtime Assignment List, which shall be posted on the Union Bulletin Board. Any member of the bargaining unit that chooses not to work their assigned overtime hours, shall offer their overtime hours to the other bargaining unit members first. In the event that no member(s) of the bargaining unit elects to work these overtime hours, then these hours may be offered to part time or paid on call personnel. If no part time or paid on call personnel accepts or is qualified to work these overtime hours, then the assigned bargaining unit member will work their scheduled overtime hours.

Section 9.5. Call Back. Any time that the Fire Department is summoned to respond to any emergency or non-emergency situation, all members of the bargaining unit shall be subject to an immediate call back. Any employee covered by this Agreement who is called back to work after having completed their scheduled work shift, shall be paid one and one-half times (1.5x's) their hourly rate for a minimum of two (2) hours, and one and one-half times (1.5x's) their hourly rate for any time over the two (2) hour minimum. Any fire fighter/engineer required to remain on duty after the completion of their scheduled shift due to a call out, shall be paid the time and one-half overtime rate per hour, for each hour held over. It is the intent of the parties that the City of Peru can average the payment of overtime for emergency callbacks over the 28 day work period to satisfy any FLSA liability. In addition, call backs shall continue to be supplemented by part time, paid on call personnel, or a third party contractor, in accordance with past practice.

Section 9.6. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The sole exception to pyramiding is when a fire fighter/engineer is off on pre-approved benefit time, the fire fighter/engineer is eligible to accept special event overtime in the event that all other sworn fire fighter/engineer have been offered the voluntary overtime and declined. Special event overtime if possible should be offered to the employee that is on benefit time prior to ordering any other fire fighter/engineer into forced special event overtime. A fire fighter/engineer who is on benefit time and declines the offer of voluntary special event overtime shall not be moved from their place in the special event rotation.

Section 9.7. Trading Shifts. Employees may continue to trade shifts, with the permission of the Fire Chief, including overtime hours, so long as it does not create additional overtime or disrupt the operations of the Peru Fire Department.

**ARTICLE 10**  
**HOLIDAYS**

Section 10.1. Holidays. The following holidays are observed under this Agreement:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day

Section 10.2. Non-Working Holiday Pay. Employees shall receive eight (8) hours' straight-time pay for each observed non-working holiday, in addition to the employee's regular pay during the pay period.

Section 10.3. Work on Scheduled Holiday. An employee who is scheduled to work on one of the holidays listed in Section 10.1 shall receive an additional time and one-half the employee's hourly rate of pay for all work on said holiday.

Section 10.4. Work on Unscheduled Holiday. An employee who works on one of the holidays listed in Section 10.1 which is not part of the employee's work schedule shall receive one and one half times the employee's hourly rate of pay for all work on said holiday in addition to holiday pay that the employee is eligible for under Section 10.2. The eligible hours for this pay shall be 12 am to 12 am during the calendar date hours of Holiday.

**ARTICLE 11**  
**VACATIONS**



Section 11.1. Paid Vacations. Employees who, as of their anniversary date of each year, attain the years of continuous service with the Fire Department as indicated in the following table shall receive vacation with pay as follows:

<u>Full Years of Continuous Service</u>	<u>Vacation</u>
1 year	2 shifts
2 years	4 shifts
7 years	6 shifts
15 years	8 shifts
20 years	10 shifts

Section 11.2. Vacation Pay. Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time the vacation is taken.

Section 11.3. Vacation Scheduling. Vacations shall be scheduled on a year-round basis. Vacation time shall be taken in an amount where an employee would be off for a minimum of two (2) consecutive shifts. An employee shall be permitted to accumulate two (2) shifts of vacation time to be carried over from year to year unless the employee is prevented from using vacation. An employee on vacation leave shall not be forced to work overtime except in the case of a bona fide emergency, as determined by the Mayor or designee.

Section 11.4. Termination. Any earned but unused vacation shall be paid to an employee upon termination of employment as required by law.

**ARTICLE 12**  
**SICK LEAVE**

Section 12.1. Purpose. Sick leave with pay is a privilege to be used for absences due to illness or injury of the employee or the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step parent. The use of sick leave for any person other than the employee shall be limited to the amount of sick leave the employee would accumulate in six (6) months. Sick leave may not be used for medical appointments. The use of sick leave shall not be unreasonably denied.

Section 12.2. Sick Leave Accumulation. Employees shall accumulate eight (8) hours of sick leave per month. The maximum sick leave accrual is 1200 hours.

Section 12.3. Sick Leave Use. Sick leave may be used in one-hour increments and to be eligible the employee must give as much advance notice as possible. In order to be eligible for two or more consecutive scheduled shifts of sick leave, the employee must supply a doctor's certificate to the Chief. The City may require medical certification of the need for sick leave, or an employee's fitness for duty, whenever it deems necessary so long as the medical certification is at no cost to the employee.

Section 12.4. Sick Leave Buyback. This section shall only apply to bargaining unit employees who meet all of the following eligibility requirements: a) have attained at least 50 years of age and retire in good standing with the City during the remaining term of this Agreement; b) provide not less than 60 days advance written notice of their retirement to the City; and c) are, upon retirement, immediately eligible to receive a pension pursuant to the Firemen's Pension Fund, 40 ILCS 5/3-101 et seq. For such eligible employees, the City will, upon retirement, buyback 100% of the employee's accrued sick leave days for the purpose of off-setting the cost of continued health insurance coverage provided by the City. The City shall pay the monthly health insurance premium on behalf of the retired employee until the amount in the sick leave bank is exhausted. Any fire fighter/engineer who retires and does not choose to participate in the City's health insurance plan shall receive 50% of his accrued sick leave upon retirement in a lump sum.

Section 12.5 Family and Medical Leave Act of 1993. The parties agree that the City may adopt policies to implement the Family and Medical Leave Act of 1993 (“FMLA”) that are in accord with what is legally permissible under the FMLA.

After an employee exhausts all sick leave as set forth in Section 12.3, the City may grant discretionary paid or unpaid sick leave in the event of a catastrophic illness, provided such leave will be counted against the employee’s annual FMLA leave entitlement, if any. The decision as to whether or not to grant any employee paid or unpaid sick leave under this paragraph shall be totally discretionary with the City.

Section 12.6. Light Duty Assignment. An employee who incurs an on-the-job injury or off-the-job injury which prevents the employee from performing his normal duties may be assigned light duty if the City determines that there is light duty available which the employee can perform satisfactorily. Light duty assignments shall be fire-related work unless otherwise agreed to by the parties.

## **ARTICLE 13**

### **LAYOFF AND RECALL**

Section 13.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment. Conflicts of seniority shall be determined on the basis of the order of the firefighter/engineer on the Police and Fire Commission hiring list, with the firefighter/engineer higher on the list being the more senior. Seniority shall continue to accrue during periods of duty related leave.

Section 13.2. Layoff. The City, in its discretion, shall determine whether and to what extent layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in reverse seniority order. No layoff will occur without at least fourteen (14) calendar days' notification to the Union. The City agrees to meet with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff.

Section 13.3. Recall. Employees who are laid off shall be placed on a recall list for two years, at which point seniority will terminate. If there is a recall, employees who are still on the recall list shall

be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, with a copy to the Union. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 13.4. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) Quits;
- b) Is discharged;
- c) Retires;
- d) Fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- e) Is absent for two (2) consecutive working days without notifying the City unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- f) Is laid off for more than two (2) years.

## **ARTICLE 14**

### **WAGES AND OTHER BENEFITS**

Section 14.1. Base Salary. The Base Salary for employees covered by this Agreement shall be as follows:

May 1,2022	\$58,940.44
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May 1, 2023	\$60,119.25
May 1, 2024	\$61,321.64

Section 14.2. Longevity Pay. In addition to base pay members of the bargaining unit hired prior to December 31, 2013, shall receive longevity pay whereby employees receive one percent (1%) additional compensation for each year of service, to a maximum of 20 years (a maximum of 20% longevity pay). No employee hired after December 31, 2013, will be paid longevity pay under this Contract or any City Ordinance, Personnel Manual or practice.

Section 14.3. Uniform / Equipment Allowance. Effective May 1, 2022, each employee shall be credited with a \$700 annual uniform allowance. In addition, the City will provide each fire fighter/engineer with the protective equipment that the City determines to be necessary.

Section 14.4. Personal Days. Employees shall be granted three (3) paid personal days which shall be awarded each year on an employee’s anniversary date and must be used within one (1) year of their granting. Employees shall schedule personal days off by advance request to the Chief. Unused personal days may not be accumulated or carried over from one year to the next.

Section 14.5. Pick Up Of Pension Contributions. Following receipt of an acceptable private letter ruling from the Internal Revenue Service, the City will then begin to pick up Firefighter/Engineers' pension fund contributions required by 40 ILCS 5/3-125.1 of the Fire Pension Fund Act pursuant to 40 ILCS 5/3-125.2 by a reduction in the cash salary of the Firefighter/Engineer, to the extent permitted by law.

Section 14.6. Educational Reimbursement. The City shall, subject to budgetary constraints, reimburse fire fighter/engineers for the cost of books and tuition upon satisfactory proof of enrollment and completion of college courses related to or required for a degree in a Fire Service Related Field Satisfactory completion for purposes of this section shall be defined as a grade of “C” or higher. In addition, in order to be eligible for such reimbursement, a fire fighter/engineer must receive the prior written approval of the City.

**ARTICLE 15**  
**LEAVE OF ABSENCE**

Section 15.1. Death In Family. In the event of death in the employee's immediate family, an employee shall be granted one (1) scheduled shift with pay as funeral leave if the employee attends the funeral. Immediate family is defined as the employee's spouse, children (including stepchildren), mother, father, brother, sister, mother-in-law and father-in-law, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

Section 15.2. Military Leave. The City will comply with all applicable laws relating to military leave.

Section 15.3. Injury Leave. The City will comply with the provisions of Public Employee Disability Act 5 ILCS 345/1.

Section 15.4. Educational Leave With the approval of the Fire Chief, or designee, at the City's discretion, employees may be granted paid leaves of absence for educational purposes to attend training and educational activities approved in advance by the City that are intended to improve, maintain or upgrade the individual's certifications, skill and/or professional ability, including required training for pension board members. Approval of such requests for leave shall not be withheld for arbitrary or capricious reasons.

**ARTICLE 16**  
**RULES AND REGULATIONS**

Section 16.1 Rules and Regulations. Employees shall be required to comply with all rules and regulations, policies and procedures of the City assuming such are not inconsistent or in conflict with the terms of this Agreement. In the event there is a dispute as to whether a rule, regulation, policy, or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy, or procedure upon the direction of the supervisor and any dispute over the matter will be resolved through the grievance procedure.

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Section 16.2 Promulgation of New or Revised Rules. New or revised rules, regulations, policies, and procedures may be established by the City from time to time. Except in an emergency, the City agrees to notify the Union 14 days in advance of promulgating or implementing any new or revised ordinances, rules and regulations, or Board of Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Such notice shall be afforded sufficiently in advance of the proposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change. It is agreed between the parties that if the Union demands to bargain over the effect and impact of the proposed change, the new or revised rule shall remain in effect, without prejudice to either side's position, until such time as a final resolution is determined.

Section 16.3 Application of Rules. The City agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause.

## **ARTICLE 17**

### **INSURANCE**

Section 17.1. Life Insurance. Employees shall be provided at City cost with Fifty Thousand Dollars (\$50,000) of term life insurance.

Section 17.2. Medical Insurance. Employees covered by this Agreement shall be allowed to participate in the group health insurance plan offered from time to time by the City. The City shall have the right to unilaterally change or alter the insurance plan, carrier(s) or coverages offered, provided that any such changes are applicable to all City employees participating in the plan.

Section 17.3. Medical Insurance Premium Allocation. The City shall pay 80% of the insurance premium for City provided medical coverage elected by the employee (single, employee plus spouse, employee plus children, or family) and the employee shall pay the remaining 20%.

Section 17.4. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.5. Section 125 Plan. During the term of this Agreement, the City agrees to institute or maintain a Section 125 Plan which permits employees to tax shelter employee medical insurance premiums contributions, subject to applicable law.

Section 17.6. Dental Insurance. The City will make the same dental insurance available to bargaining unit employees that it provides to other regular, non-represented full-time City employees, at the same cost. If the City makes any changes, modifications, or improvements with respect to any of the dental insurance benefits (e.g., cost sharing or benefit modifications) that are applicable to other regular, full-time City employees generally, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to the other City employees.

## **ARTICLE 18**

### **DISCIPLINE AND DISCHARGE**

#### Section 18.1- Disciplinary Actions.

Disciplinary actions instituted by the Employer shall be for just cause or for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Probationary employees may be disciplined and discharged with or without cause and without recourse to either the Board of Fire and Police Commissioners or the grievance arbitration process.

The Employer agrees with the tenets of progressive and corrective discipline, whereby discipline shall



be designed to improve behavior and not merely to punish. Where the Employer believes just cause exists to institute disciplinary action it shall have the option to access any of the following penalties, as it deems appropriate and based upon the circumstances:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

The Employee may file a written reply to any reprimand. Except for reprimands, a grievance may be filed as to disciplinary actions instituted against an employee. Disputes as to such actions shall proceed in accordance with the procedure set forth in the applicable sections of this Article except that the disciplinary grievances involving written reprimands may be processed through and including Step 2 of the grievance procedure, but shall not be subject to arbitration.

#### Section 18.2 - Notice and Investigation

If requested by the Union, a copy of all disciplinary actions involving suspensions or discharge shall be provided to the Union. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his/her responsibilities as an employee or as it determines necessary. The Employer will follow the Firemen's Disciplinary Act (745 ILCS 745/1 *et seq.*) when conducting disciplinary investigations. Prior to taking final disciplinary action and concluding its investigation, the Employer will meet with the employee involved and notify the employee of the contemplated disciplinary action and the reason thereof.

#### Section 18.3 - Suspension By The Fire Chief

If the discipline is within the authority of the Fire Chief (suspensions of not more than five (5) consecutive calendar days), the following steps apply:

1. The fire Chief shall serve a written notice of the charges and punishment upon the employee involved and submit a copy to the Union when so requested.
2. Upon receipt of the notice, the employee shall have 10 calendar days to elect to appeal the disciplinary action either to the Board of Fire and Police Commissioners of the City or, subject to approval of the Union, through the

grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.

A. Board of Fire and Police Commissioners Option

If the employee notifies the Fire Chief of a desire to have the charges heard before the Board of Fire and Police Commissioners, the employee may file an appeal pursuant to the rules of the Board of Fire and Police Commissioners and shall have no right to contest the discipline through the grievance arbitration process.

B. Grievance/Arbitration Option

The Union may file a grievance on the proposed suspension by the Fire Chief. An employee who desires to appeal disciplinary action through the grievance/arbitration procedure shall notify the Union within forty-eight (48) hours of his/her receipt of the Fire Chief's notice of the disciplinary action. The Union shall advise the employee and the City as to its determination as to whether the Union will file a grievance as to the disciplinary action within seven (7) calendar days of the receipt of the employee's request.

If the Union decides not to file a grievance, the employee may appeal the discipline to the Board of Fire and Police Commissioners and shall have no other option to use the grievance arbitration procedure for that discipline.

If the Union decides to file a grievance, the grievance shall be arbitrated unless an acceptable settlement is reached between the City, Union, and employee. The grievance shall be filed at Step 2 of the Grievance Procedure. The Union may submit the grievance to arbitration. If the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such charges and penalty before the Board of Fire and Police Commissioners.

Any employee found to be unjustly suspended shall be reinstated with full compensation for all lost time and with full restoration of all rights, benefits, and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by the Commissioners or arbitrator.

Section 18.4 – Suspensions Over Five (5) Days and Discharges

If the discipline proposed is beyond the authority of the Fire Chief and within the authority of the Board

of Fire and Police Commissioners, the following steps apply:

The City shall serve written notice of the charges and proposed punishment upon the employee involved and also submit a copy to the union when so requested. Upon receipt of the notice the employee shall have 10 calendar days to elect to have the proposed disciplinary action heard by either the Board of Fire and Police Commissioners of the City or, subject to the approval of the Union, through the grievance/arbitration procedure of this agreement. Selection by the employee of one process shall constitute a waiver of the other. The employee may be suspended with or without pay for the period of time it takes him to decide which option to pursue.

A. Board of Fire and Police Commissioners Option.

If the employee notifies the City of a desire to have the charges heard before the Board of Fire and Police Commissioners, the City may proceed with the proposed disciplinary action and the employee may contest the charges in accordance with the procedure set forth in 65 ILCS 5/10-2.1-17 subject to the employee's right to appeal the hearing described therein. The City shall not file any formal charges with the Board of Fire and Police Commissioners before the employee has had an opportunity to exercise his/her election of remedies within ten (10) calendar days. The time period may be extended by mutual agreement of both parties.

B. Grievance/Arbitration Option.

The Union may file a grievance to a proposed disciplinary action against an employee. An employee who desires to appeal a proposed disciplinary action through the grievance/arbitration procedure shall notify the Union of his/her desire within forty-eight (48) hours of his/her receipt of the City's notice of the proposed disciplinary action. The Union shall advise the employee and the City as to its determination as to whether the Union will file a grievance as to the disciplinary action within seven (7) calendar days of the receipt of the employee's request.

If the Union decides not to file a grievance, the Chief may proceed with the charges in a hearing before the Board of Fire and Police Commissioners. The City may proceed with the proposed disciplinary action in accordance with the procedure set forth in 65 ILCS 5/10-2.1-17 subject to the employee's right to appeal the hearing described therein.

If the Union decides to file a grievance, the grievance shall be arbitrated unless an acceptable settlement is reached between the City, Union, and employee. Pending arbitration of the grievance, the City may immediately implement the penalty and neither the Union nor the employee shall have any

further rights to contest such charges and penalty before the Board of Fire and Police Commissioners.

Section 18.5 – Right to Representation

Nothing in this Article or Agreement is intended to waive an employee’s right to have a representative present during any investigative meeting where the employee reasonably believes discipline could result.

Section 18.6 – Exclusivity of Remedies

The parties agree that under no circumstances shall any disciplinary action be subject to review through both the grievance arbitration option and the Board of Fire and Police Commissioners option. The two options are mutually exclusive and any election to use one waives all rights to use the other.

**ARTICLE 19**

**GENERAL**

Section 19.1. Health And Safety. The City shall notify a designated member of the local Union of City safety committee meetings and they may attend if they wish. The City will make reasonable provision for the safety and health of employees during their hours of employment. The City shall make available a complete annual physical exam to include a hearing exam, by a physician specified by the City. The City will pay the costs of the examination, and shall be entitled to the results of the examination on the following basis: (a) if the physician determines that the employee is fit to perform the duties of fire fighter/engineer, then such determination shall be made known to the City, without disclosure of additional medical results; or (b) if the physician determines that the employee is not fit to perform all of the duties of fire fighter/engineer, then the results of all such tests shall be confidentially submitted to the Chief and the Human Resources Director and shall not be disseminated to other City Representatives except on a need to know basis.

Section 19.2. Board of Fire and Police Commissioners. The parties recognize that the Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners except as agreed in Article 18 and the Grievance Procedure.

Section 19.3. Personnel Files. The parties shall abide by the provisions of the Personnel Record Review Act, 820 ILCS 40/1 et seq.

Section 19.4. Repair and Replacement. The City agrees to repair or replace as necessary the reasonable cost of a firefighter/engineer's eye glasses, contact lenses and prescription sun glasses or other personal property not to exceed \$300 in value if such are damaged or broken during the course of the firefighter/engineer's duties. Such incident is to be documented with the Chief.

Section 19.5. Immunization. Employees shall receive all vaccinations necessary as a result of confirmed exposure to disease in the course of the employee's duties. All employees who the City determines need them will be provided with a hepatitis B vaccination and a tetanus vaccination at applicable intervals at no cost to the employee.

Section 19.6. Burial Costs. The city agrees to defray reasonable funeral and burial expenses of any employee killed in the line of duty.

Section 19.7. Americans with Disabilities Act. It is agreed that the City has the right to take any actions necessary to be in compliance with the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any City action which, in its view, violates the agreement and is unnecessary in order to comply with such Act.

Section 19.8. Direct Deposit. The City will permit employee's to elect to have their regular paycheck deposited directly with an approved financial institution than has a direct deposit program. An employee must elect direct deposit by providing proper notice to the City Clerk's Office, and may only

revoke such authorization with 30 days advance written notice, such notice to be on forms developed and approved by the City.

Section 19.9. Recruit Training Reimbursement. A probationary employee who is hired by the City of Peru, shall by the end of their probationary period, which may be extended by the City pursuant to Section 1.2, have completed and successfully pass the Illinois State Certified Fire Fighter II, and Illinois State Certified Fire Apparatus Engineer courses to become a full time fire fighter/engineer. Should any fire fighter/engineer leave the employment of the City of Peru voluntarily during the first three years of their employment, they shall reimburse the City on a pro-rata basis for the basic cost of this training. The City may require probationary employees to execute an individual agreement reflecting this requirement.

Section 19.10. Definition of Departmental Duties. The members of the bargaining unit shall be required to perform those duties related to and in direct support of; fire suppression, prevention, fire education and fire apparatus operation and pumping operations. Bargaining unit members will also be required to perform additional duties mutually agreed upon by the Chief and the Union President.

Section 19.11 Residency. For members of the bargaining unit, residency in an unincorporated area must be within 10 miles of the city limits of the City of Peru. Residency in an incorporated municipality is permitted if the city of residency city limits and the city limits of the City of Peru are within 10 miles of each other. Restrictions if you reside outside the City limits are:

- No take home vehicle
- If called in for overtime, overtime pay starts upon arrival at the Fire department.
- During an officers work shift they shall not be permitted to leave the city limits for meal breaks or other personal business when that officer is subject to emergency work duties.

## **ARTICLE 20**

### **EMPLOYEE ALCOHOL AND DRUG TESTING POLICY**

Section 20.1. Statement of Policy. It is the policy of the City of Peru that the public has the absolute right to expect persons employed by the City in its Fire Department will be free from the effects of drugs and alcohol, including cannabis. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community.

Section 20.2. Drug and Alcohol Testing. Attached as APPENDIX B and incorporated herein by reference is the Drug & Alcohol policy adopted March 2, 2020, for the City of Peru which shall be followed by members of this bargaining unit. The City may institute a random drug and alcohol testing program for employees covered by this Agreement provided that such testing of such employees will not occur more than three times per calendar year and the employees are part of a random pool consisting of all full time and regular part time City employees and said testing process is conducted and administered by an outside testing company.

## ARTICLE 21

### IAFF LABOR UNION REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the City agrees as follows:

Section 21.1. Authorized Representatives. Authorized representatives of the Union shall be permitted reasonable visits to the Department during work hours to talk with employees of the local Union and/or representatives of the City concerning matters covered by this Agreement, provided that such visits do not disrupt the operations of the Department.

Section 21.2. Time Sheets. The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of an employee covered by this Agreement whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 21.3. Grievance Procedure. Reasonable time while on duty shall be permitted Union representatives who are on duty at the time of such activities for the purpose of aiding or otherwise

representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

## **ARTICLE 22**

### **COMPLETE AGREEMENT AND LEGALITY CLAUSES**

Section 22.1. Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth herein.

Section 22.2. Savings Clause. In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article VIII, No Strike-No Lockout, shall remain in full force and effect.

## **ARTICLE 23**

### **DURATION**

Section 23.1. Term of Agreement. This Agreement and its provisions shall be effective on May 1, 2022, and shall continue in full force and effect until April 30, 2025 or until a successor agreement is executed between the parties, whichever later occurs.

Section 23.2. Continuing Effect. Notwithstanding any provisions of this Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.



Section 23.3. Notice of Demand to Bargain.

(a) Successor Agreement: Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than 120 days nor less than 60 days prior to April 30, 2025.


(b) Negotiations: All negotiations between the parties above shall commence not later than 30 days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

**SIGNATURES**


Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

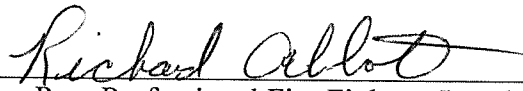
CITY OF PERU, ILLINOIS:

PERU PROFESSIONAL FIRE FIGHTERS  
LOCAL 4751 OF INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS:

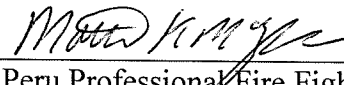
By:   
\_\_\_\_\_  
Mayor, City of Peru

By:   
\_\_\_\_\_  
Peru Professional Fire Fighters Local 4751

By:   
\_\_\_\_\_  
City Clerk, City of Peru

By:   
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Peru Professional Fire Fighters Local 4751

By:   
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Peru Professional Fire Fighters Local 4751

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Peru Professional Fire Fighters Local 4751

