

**IBEW Local 51**

**and**

**City of Peru  
Electric Department**

**Labor Agreement**

**May 1, 2021 – April 30, 2024**

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LABOR AGREEMENT

Between

CITY OF PERU  
ELECTRIC DISTRIBUTION

and

LOCAL UNION NO.51, INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS  
(Affiliated with American Federation of Labor)

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Agreement dated this — day of \_\_\_\_\_, 2021 , between CITY OF PERU (herein referred to as "City" or the "Employer") and Local Union No. 51, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (herein called "Brotherhood" or the "Union").

It is agreed by and between the parties hereto as follows:

This Agreement shall take effect on the first day of May, 2021, and shall remain in full force and effect until and including the 30<sup>th</sup> day of April, 2024, and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to the expiration date hereof or expiration date of any renewal, requesting termination of the Agreement, provided that the Brotherhood and the City agree that there shall be no strike or lockout after the expiration of this Agreement except upon ten (10) days written notice thereof by the initiating party.

The Union and the City agree to continue their policies prohibiting discrimination or harassment against any employee because of his or her race, color, religion, sex, national origin, marital status, type of military discharge, physical or mental handicap, or age. Wherever in this Agreement the term "his" appears in reference to an employee or the use of the word "man" in any title such as lineman, it shall be deemed to include both male and female.

Any provisions of this Agreement found by a court of competent jurisdiction to be in conflict with State or federal statutes shall be suspended when such conflict occurs and shall immediately thereafter be reopened for amendment to remove such conflict.

ARTICLE I – TERRITORY AND DUES DEDUCTIONS

Section 1. This Agreement shall have effect in the geographic territory served by City of Peru. In the event of the establishment of new job classifications, or the substantial modification of duties for existing job classifications under Section 2, by the City, the Brotherhood will be advised in advance of such proposed new or modified classifications.

Section 2. The provisions of this Agreement shall apply to all full time employees covered by the Electric Generation and Distribution Department in the job titles listed below. The Employer recognizes the Union as the sole and exclusive bargaining agent for purposes of establishing wages, hours and other conditions of employment not exempt from negotiation for all full time City of Peru employees in the following job titles:

General Foreman, Working Foreman of Maintenance and Generation, Journeyman Lineman, Apprentice Lineman, Crew Foreman Electric Distribution, Maintenance Mechanic/ Computer Relay Technician, Operator Maintenance.

Section 3. The City agrees to deduct Union membership dues from each paycheck of those employees who are Union members and who have on file with the City a voluntary checkoff authorization. The Union shall certify the current amount of Union deductions for each employee. Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the City of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. If an employee has no compensation due for a given pay period, the City shall inform the Union of this fact and shall not be responsible for the collection of said dues. The Union agrees to refund to the employee any amounts of money paid to the Union in error by the City.

Section 4. INTENTIONALLY LEFT BLANK.

Section 5. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, and suits that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

Section 6. This Agreement shall not apply to supervisory, clerical and office employees, or to any employee not listed in Section 2 above.

Section 7. It is the intent of the parties hereto that an entity which becomes a legal successor to the City shall have the duty to bargain with the IBEW locals representing City's employees in the positions covered herein to the extent consistent with requirements of the Illinois Labor Relations Board. The City agrees to provide written notice of any such proposed transaction to the Union at the earliest possible time, but in any event, must be at least 4 weeks prior to the finalization of such transaction and to present proof of compliance with this clause prior to such finalization.

Section 8. Attached as Exhibit A 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 an employee 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. Any disciplinary action based on a violation of this Policy shall be based on

just cause and shall comply with Article IV of this Agreement. It is agreed that a positive drug test for marijuana (THC) resulting from a random test is not by itself just cause for discipline.

## ARTICLE II — 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 layoff 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 Electric 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 III- GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a claim that there has been a misapplication, misinterpretation or violation of a specific term of this Agreement. In the event any grievance shall arise during the term of this Agreement between the City and any employee or employees, or between the City and the Union, then such grievance shall be processed in the following manner:

- Step 1. Any employee who has a grievance shall submit it to the Department Head within ten (10) working days after the event giving rise to the grievance or within ten (10) working days from the date that they knew or should have known of the event giving rise to the grievance. The Department Head, or his representative, shall discuss the grievance

within ten (10) working days with the Union Steward or the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Department Head or his representative shall give the Employer's written answer to the Union within five (5) working days following their meeting.

Step 2. If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Manager, the Chair of the Public Services Committee and the Mayor. Said written grievance must be submitted to the Human Resources Manager, the Chair of the Public Services Committee and the Mayor within five (5) working days of receipt of the Employer's written answer as provided in Step 1 above. The Chair of the Public Services Committee shall render a written decision within ten (10) working days of receipt of the written appeal. In the event the dispute is not settled at this step within the time period as stated above, then it shall be submitted to Arbitration as provided in Step 3 below, if requested within ten (10) days after the Chair of the Public Services Committee's response.

Step 3. The party requesting arbitration shall request a panel of seven (7) arbitrators, who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The City and the Union shall then within fifteen (15) calendar days after receipt of the list of arbitrators from FMCS alternately strike one name from such list so that the remaining arbitrator shall be designated as the arbitrator. Only one panel of seven (7) arbitrators shall be requested unless either party requests additional lists.

Section 2. The arbitrator shall be advised prior to hearing that a decision must be rendered within thirty (30) calendar days of receipt of briefs unless both parties agree to an extension. The arbitrator's decision shall be final and binding on all parties. In considering any dispute under this provision, the arbitrator shall have no authority to amend, delete from or add to this agreement.

Section 3. The City and Union shall equally share expenses and fees of the neutral arbitrator. A transcript will be provided to those who wish to pay for them and no other copies will be distributed other than to the arbitrator. Court reporters shall be requested to supply transcripts within ten (10) calendar days of the hearings and the parties shall request a briefing date no longer than thirty (30) calendar days after receipt of the transcript unless they shall mutually agree otherwise.

Section 4. In the event any of the foregoing time limits are not observed or extended by mutual agreement in writing, the grievance shall be assumed to have been settled and the right to invoke Step 1 or any succeeding step, or arbitration, as the case may be, shall be deemed to have been waived. The parties will expedite discharge cases through the grievance procedure, where mutually agreeable.

Section 5. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved. The Employer's failure to respond within the time limits shall advance the grievance to the next step. The grievant's failure to respond or file within the time limits shall be considered withdrawn.

Section 6. The grievant may, at his/her request, be represented by a steward, or his designee, during the entire grievance process. An employee union representative shall be entitled to compensation only during their times of normal duty.

#### ARTICLE IV — DISCIPLINE

(a) Definition: the Employer recognizes the value of progressive discipline in appropriate situations, but reserves the right to impose discipline at any level depending upon the facts, circumstances and severity of each instance. Disciplinary action or measures may include but are not limited to the following:

- (1) Oral reprimand;
- (2) Written reprimand;
- (3) Suspension; and
- (4) Discharge.

Other reasonable conditions of employment may be imposed as part of the discipline.

(b) Disciplinary action may be imposed upon a non-probationary employee only for just cause. Probationary employees may be disciplined or discharged without cause. Discipline shall be grievable by the affected non-probationary employee.

(c) Manner of Discipline: the Employer agrees that it will not take any unreasonable or unnecessary actions for the purpose of unduly embarrassing any employee.

(d) Notification and Measure of Disciplinary Action:

(1) In the event suspension or discharge is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore.

(2) An employee shall be entitled to the presence of a Union representative at any investigatory interview if he or she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. But no overtime will be paid to union representatives.

## ARTICLE V - HOURS AND WORKING CONDITIONS

Section 1. All employees covered by this Agreement, if they are scheduled to start the work week, shall receive full time employment (40 hours per week) for that work week, provided that they are ready and in condition to perform their work. Employees laid off for any reason shall be paid in full to the date of layoff. When an employee works overtime, he shall have the option to place such hours at the applicable rate as comp time in lieu of cash overtime. For every hour of overtime worked add 1.5 hours of comp time. Employees shall be permitted to maintain forty (40) hours of comp time. Comp time may be taken in ½ day increments, with department head approval.

Section 2. The normal work shift is currently Monday through Friday from 7:00 am to 3:30 pm, with a thirty (30) minute unpaid lunch period. The City reserves the right to change work shifts and work hours in its discretion with seven (7) days notice. Nothing in this Agreement shall prohibit the City from altering work hours or shift assignments for bona fide emergency needs of the department until such emergency has been alleviated.

Section 3. Employees who are regularly assigned to work the second shift shall receive a shift differential of 35¢ per hour and employees who are regularly assigned to work the third shift shall receive a shift differential of 40¢ per hour. This shift differential is not payable to employees who are held over or work overtime but is only payable to those employees who regularly work the second or third shift as their normal assigned shift.

Section 4. Regular holidays under this agreement shall be: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and three (3) personal days.

The holiday may be celebrated under one of the following options:

When a holiday (except for continuous Operations employees) under this Agreement falls on a Saturday, the previous Friday shall be celebrated as the holiday and when a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday (Christmas Eve will be celebrated on the last regularly scheduled work day before the day on which Christmas is celebrated as a holiday by the City). The use of personal days shall be in accordance with the Employee Manual.

All full time employees shall receive eight (8) hours pay for each holiday. Employees who are scheduled and required to work on a holiday shall additionally be compensated at time and one-half pay at his or her regular hourly rate for all time actually worked on such holiday. Employees who are not scheduled but are required to work on a holiday because of an emergency shall be compensated at double time pay at his or her regular hourly rate for all time actually worked on such holiday.



Section 5. All employees who are on call for a week shall receive an additional six (6) hours pay per week, above and beyond their customary rate of pay. Employees may receive six (6) hours of comp time in lieu of pay.

Section 6. The City shall reimburse each employee covered by this Agreement for approved clothing expenses up to \$325 per year, and allow any unused portion of the reimbursement value to roll over to the next calendar year, up to a maximum accumulation of \$650, provided that original receipts are turned in to the City for reimbursement.

## ARTICLE VI - VACATIONS

- (a) The vacation year shall be from each employee's anniversary date to anniversary date.
- (b) In determining vacations for employees who have been absent due to accident or illness, allowable sick leave shall not be counted as time lost.
- (c) Employees laid off shall not accumulate seniority or vacation credit, but shall return to the same seniority they enjoyed at the time of layoff.
- (d) Each full-time employee having worked one (1) full year, as determined by the anniversary date on which the employee was hired, shall be entitled to one (1) week paid vacation. After two (2) years, each full time employee will be entitled to two (2) weeks paid vacation. After seven (7) years, each full-time employee will be entitled to three (3) weeks paid vacation. After twelve (12) years, each full-time employee will be entitled to four (4) weeks paid vacation and after twenty (20) years, five (5) weeks of paid vacation. Employees shall be entitled to carry over two (2) weeks of vacation to the next year. In the event vacation is denied due to operational needs, the employee may elect to carry over to the next year (not to exceed six (6) months) or receive compensation for unused vacation time. Vacation leave is not earned during a period of absence exceeding 30 consecutive calendar days. However, an employee will continue to earn vacation leave while on Family and Medical Leave pursuant to the Family and Medical Leave Act, but not to exceed 12 weeks.
- (e) Computation of Vacation Pay. The City Clerk of the City in computing vacation pay for retiring personnel or for personnel leaving the employment of the City of Peru shall be as follows:
  - 1. Any person retiring or terminating employment with the City of Peru shall be paid for any earned but unused vacation pay. Such payout shall be made so that the City is not subject to any accelerated payment to IMRF, i.e., after the first full calendar month after the month in which the termination or retirement occurs. For example, if an employee retires on June 20, any earned but unused vacation pay would be paid in August.

2. In all other respects, the Department Heads shall comply with Section 27, "Vacation" of Ordinance No. 1504, as amended.

## ARTICLE VII - SENIORITY

### Section 1. General

- (a) New employees, or re-employed employees whose seniority has been terminated, shall serve a six (6) continuous months probationary period with the City and during such period the City shall have the right to discharge for its own reasons or rehire such employees. Employees who are continued in the service of the City after said probationary period shall be immediately credited with six (6) months seniority. During the period of probation, an employee can be terminated and such termination shall not be grievable.
- (b) Seniority shall date from the time an employee first earns compensation in the employment of the City department by job classification under this Collective Bargaining Agreement.

### Section 2. Reckoning of Seniority

- (a) Should seniority of any two employees be equal, then the respective seniority of such employees shall be determined by lottery.
- (b) The seniority of a Journeyman who has reached a Journeyman's classification shall include all time worked in the department as an employee of the department.

### Section 3. Accumulation of Seniority

- (a) An employee who becomes disabled shall be entitled upon recovery to return to his former position with accumulated seniority provided he is physically qualified to return to work. The employee must return to work within twenty four (24) months of being placed on disability.
- (b) The parties will comply with the Military Leave Act.

### Section 4. Vacancies, Promotions and Transfers

- (a) The Human Resources Manager will post all vacancies, transfers or promotions on the City bulletin boards and all department heads will be notified of the posting. All qualified applicants within or outside of City employment, will be considered for promotional vacancies, entry-level vacancies and transfers.
- (b) The employer will determine whether and when to fill a vacancy, make a promotion or allow a transfer.

- (c) Transfers to another classification within the bargaining unit will be filled with the most senior applicant where qualifications are equal. Promotions within the department will be filled with the most senior applicant (department seniority) if qualifications are equal. Where a promotion or transfer is made, the promoted or transferred employee will have a six (6) month probationary period during which time the (1) employee may voluntarily remove himself from the position or (2) the employer may remove the employee from the position for any job related cause, the sufficiency of which shall not be grievable by the Union or removed employee.

#### Section 5. Loss of Seniority

An employee's seniority shall be terminated for the following reasons:

- (a) Discharge for cause or voluntary absence from service not satisfactorily explained;
- (b) Laid off for lack of work and not re-employed within (24) months;
- (c) Remaining away on leave of absence beyond the leave granted;
- (d) Failure to apply for work within the statutory limit after completion of military service;
- (e) Resigning or quitting; or
- (f) Off work by injury or illness for more than (24) months;

#### Section 6. Retention of Seniority

- (a) Employees laid off because of lack of work, or for similar reasons beyond their control, and re-employed within (24) months shall have their seniority restored as of the date they were laid off.

#### Section 7. Layoff

- (a) When the Employer determines to lay off employees, layoff shall be by inverse order of seniority in each classification within the Department. Employer will give fourteen (14) calendar days' notice of their intent to lay off any employees during which time the parties agree to negotiate over the impact of the proposed layoff. All temporary or emergency employees working in a classification shall be laid off before any regular employees in that classification are laid off.
- (b) An employee so laid off may within five (5) days after notice of layoff exercise his department seniority in any classification in the department, provided he has not been away from the department more than 24 months and provided further that the City determines that his qualifications for that particular job are sufficient at the date of layoff.

## Section 8. Recall

When the employer determines to increase staffing in those titles where employees have been laid off, the employer shall recall those employees laid off within the prior twenty-four (24) months in order of seniority in each classification in filling the vacancies to be filled due to the increased staffing.

## ARTICLE VIII - SAFETY

Section 1. The Union or any affected employee shall have the right to process under the dispute settlement procedure, including arbitration, provided in Article III of this Agreement, a claim that any safety rule, regulation or practice adopted by the City has been violated.

Section 2. The City will provide all necessary protective equipment and protective clothing determined to be necessary by the City for the job. The City shall replace worn clothing that it has provided, so long as the wear is normal wear and tear and not the result of the employee's failure to properly take care of the clothing.

Section 3. Employees under this agreement will use and make every effort to preserve the equipment provided for their safety.

Section 4. Equipped first aid kits shall be maintained for each truck and at each station or plant where the employees covered by this Agreement work as required by the Department of Labor/OSHA.

Section 5. The City will not require employees to work out of doors in temperatures of 0 degrees or less, or during heavy storms, unless such work is necessary to protect life or property, or to restore or maintain service to the public.

Section 6. Journeyman Linemen shall be able to glove voltages up to 15KV. Apprentices shall be permitted to begin gloving up to 15KV at the same time as they are currently permitted under the Apprentice Lineman Program. The final decision to perform rubber gloving shall be made by a supervisor, who has rubber gloving experience, who shall consult with the employee prior to making the decision.

Section 7. The City will see that trucks and other equipment which employees are required to use in their work are maintained in such repair as to properly safeguard the health and safety of employees using such equipment.

## ARTICLE IX - OVERTIME

### Section 1 Overtime

(a) All work performed in excess of eight (8) hours in a day (excluding unpaid lunch) will be paid at the rate of time and one-half, provided that the employee

works forty (40) hours in that week. Hours paid for sick time and vacation time will count as hours worked for purposes of overtime calculation.

- (b) Employees called out to work after having been released from their regular days work or called out on a non-scheduled workday shall receive a minimum of two (2) hours pay at the applicable rate, or shall be paid for actual time worked, whichever is greater. If an employee is called out a second time within the original two (2) hour callout period, there will be no additional callout pay. Time worked immediately after an employee's scheduled work shift is not eligible for callout pay.
- (c) Time for employees who are called out will start from the time they report to work and end when they are released from duty.
- (d) There shall be no pyramiding for overtime hours.
- (e) Overtime shall be divided as equally and impartially as possible among the employees of all departments as per past practice. Overtime assignment shall be subject to the grievance procedure, however, the parties agree that there shall be no monetary remedy available but rather any grievance over overtime assignment that is sustained will result in the grievant being assigned the next available overtime assignment that he is qualified to perform.
- (f) When actual time worked exceeds 16 consecutive hours, the employee shall be entitled to an 8 hour continuous unpaid rest period when released. If the rest period extends into his/her regular scheduled work day, he/she shall lose no time thereby. The employee will return to work during a normal work day when the 8 hour continuous rest period has expired. It is understood, unless instructed otherwise, employees will take an eight hour rest period when due. Continuous work in excess of 16 consecutive hours shall be paid at double time.

ARTICLE X - WAGES AND CLASSIFICATIONS

JOB TITLE	HOURLY WAGE 5/1/2021 (3%)	HOURLY WAGE 5/1/2022 (2%)	HOURLY WAGE 5/1/2023 (1%)
General Foreman	50.84	51.85	52.37
Crew Foreman Electric Distribution	48.53	49.50	50.00
Journeyman Lineman**	46.25	47.17	47.64
Lineman Apprentice 4 <sup>th</sup> Yr*	43.88	44.76	45.20
Lineman Apprentice 3 <sup>rd</sup> Yr*	41.97	42.81	43.24
Lineman Apprentice 2 <sup>nd</sup> Yr*	40.08	40.88	41.29
Lineman Apprentice 1 <sup>st</sup> Yr*	38.17	38.94	39.32
Working Foreman of Maintenance & Generation	48.21	49.18	49.67

Maintenance Mechanic, Computer Relay Technician	33.01	33.67	34.01
Operator Maintenance	30.36	30.97	31.28

Miscellaneous Provisions

- (a) Apprentices of all classes must work with and under the supervision of a Lineman, Crew Leader or a Foreman.
- (b) The City agrees to provide a pager and/or a cell phone in order that the employee on standby can be contacted if he is not at home.
- (c) Effective May 1, 2015, no employee shall receive gloving pay under this Contract or any City Ordinance, Personnel Manual or practice.
- (d) \*Advancement to the next level within the apprenticeship program is contingent on successful completion of the labs through the lineman schooling.
- (e) \*\*Advancement to Journeyman status is contingent on the employee receiving the proper journeyman license.

ARTICLE XI – LONGEVITY PAY

Effective May 1, 2015, no employee covered by this Contract will be paid longevity pay under this Contract or any City Ordinance, Personnel Manual or practice, except for the two employees who as of October 1, 2015, are employed in the positions of Maintenance Mechanic/Computer Relay Technician and Maintenance Operator.

ARTICLE XII – HEALTH AND DENTAL 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.

The City shall have the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar to those currently provided. Employees will be given advance notice of such cost containment measures before they are instituted.

The City shall pay 80% of the insurance premium for City provided medical coverage elected by the employee (single or family) and the employee shall pay the remaining 20% of the premium.

The City and the Union shall form a labor/management health care committee. This committee shall work on reducing health care costs for the City and its employees.

In the event that any health insurance benefit provided by the City may lead to or result in any kind of penalty, cost or fine under the Affordable Care Act the parties will reopen this Agreement for the limited purpose of renegotiating said benefit only.

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 other City employees.

Eligible employees shall participate in the Illinois Municipal Retirement Fund as provided by law. The City also currently provides a deferred compensation program, group term life insurance, voluntary term life insurance and an employee assistance program. These programs and benefits may be modified from time to time by the City in its sole discretion.

### ARTICLE XIII – SICK LEAVE

Regular full time employees shall be allowed eight (8) hours of paid sick leave per month beginning the first of the month following thirty (30) days after being hired as a full time employee. Sick leave shall be cumulative for not to exceed one hundred fifty (150) days. Sick leave is not earned during a period of absence exceeding 30 consecutive calendar days. However, an employee will continue to earn sick leave while on Family and Medical Leave pursuant to the Family and Medical Leave Act, but not to exceed 12 weeks. Eligible employees who have attained at least 50 years of age; have attained at least 20 years of credited service with the City; retire in good standing with the City; and provide not less than 60 days notice of their retirement can, upon retirement, buy back 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 employee 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 or may use 100% towards IMRF benefits. Any such payout shall be made so that the City is not subject to any accelerated payment by IMRF, i.e., after the first full calendar month after the month in which the retirement occurs. For example, if an employee retires on June 20, the payout will be made in August.

Sick leave shall be for the benefit of employees suffering from sickness or accident and shall not be used for any personal absences, physician appointments, or any other personal use. Sick leave shall be monitored by the respective department heads and any employee of the City found abusing sick leave benefits shall be subject to disciplinary action, including dismissal. An employee must supply a doctor's certificate as requested and in all events a doctor's certificate shall be supplied for three or more consecutive days of sick leave.

## ARTICLE XIV – GENERAL PROVISIONS

Section 1. Bargaining unit positions which are affected by technological change shall continue to remain within the bargaining unit to the extent that they can be clearly and distinctly recognized as positions which have been historically included within the scope of this unit.

Section 2. Paydays shall be bi-weekly.

Section 3. The City will replace tools required by the City but owned or used by the employees in like kind and size or equipment, which has been broken or worn out while used, by the employees for City work. The employee shall surrender the tool replaced.

Section 4. In the event of a death in the immediate family of a full-time employee, a leave of absence with pay, not to exceed three (3) working days per occurrence, will be granted if the employee attends the funeral. Immediate family is defined as the employee's spouse, children, step-children, mother, father, sister, brother, mother-in-law, or father-in-law. Also, two (2) bereavement days for death of a grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law if the employee attends the funeral.

Section 5. Employees who are off work because they have been injured during the course of employment with the employer and are eligible for workers' compensation under the Illinois Workers Compensation Act, Section 8, shall receive from the employer the difference between the weekly compensation rate for temporary total disability and their basic rate of pay for forty (40) hours per week (gross pay less FICA, Federal and State withholding taxes). This differential payment shall be limited to a maximum of twelve (12) months in duration. In no case during the twelve month maximum disability period, will an employee receive less or more than his normal basic take-home pay that he was receiving prior to the injury. All authorized deductions; e.g., savings plans, union dues, insurances, etc will continue to be withheld from the employee's disability pay on the same basis as prior to the injury. Employer contributions for employees' savings plan will continue on the same basis as prior to the injury. For withholding tax purposes during the disability period, exemptions claimed by the employee will be limited to the number of his legally eligible exemptions.

Section 6. Jury Duty. Employees will receive their regular earnings for the period of time they are required to be absent from work for jury duty, upon submission of their jury duty pay to the City. Should an employee be excused early from jury duty, before their regular shift is over, they are required to return to work for the remainder of their shift.

Section 7. Time spent by stewards in grievance meetings with the City (steps 1 and 2) locally during their regular working hours shall be regarded as working time.



Section 8. When not in conflict with the express terms of this Agreement, the City of Peru Employee Manual adopted March 2, 2020 will control.

Section 9. Employees shall have the right to review their personnel files in accordance with the Illinois Personnel Record Review Act.

Section 10. Employees are entitled to a Continuing Education Plan as provided in the City of Peru Employee Manual adopted March 2, 2020.

Section 11. During the term of this Agreement there shall be no strikes, work stoppages, or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities. No lockout of employees shall be instituted by the City or its representatives during the term of this Agreement.

Section 12 -- 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 work site.
- During an employee's work shift they shall not be permitted to leave the city limits for meal breaks or other personal business.

Section 13 – Leave of Absences:

A full-time employee may be granted a leave of absence without pay up to sixty (60) days when the work of the department will not be seriously disrupted. Request procedure: a written request, establishing reasonable justification and duration of leave, must be submitted to and approved by the Department Head and City Council. An employee returning from an approved leave of absence shall have all benefits reinstated; subject to waiting periods for new employees.

Section 14 – Part Time Employees:

The City may employ seasonal help or part time employees, who shall not be subject to the terms of this Agreement, as determined necessary by the City.

Section 15 – Training Reimbursement:

Any employee who enters into the City provided apprenticeship training program shall be responsible for reimbursing the City for 100% of the cost of his or her participation in said program if the employee voluntarily leaves employment with the City prior to one (1) year after the employee's date of completion of the program. Payback

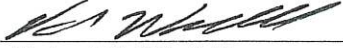
thereafter shall be as follows:

- After 1 year – 90%
- After 2 years – 80%
- After 3 years – 70%
- After 4 years – 60%
- After 5 years – 0%

All employees participating in this program shall be required to sign an individual reimbursement agreement at the time participation is commenced.

LOCAL UNION NO 51, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS


CITY OF PERU

By:   
Robert S. Wedell  
Business Manager

By:   
Mayor

Dated: 11/5/21

Dated: 11-9-21

By:   
11-09-21  
City Clerk