

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150,**

AND

THE CITY OF PERU

May 1, 2021 through April 30, 2024

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the City of Peru, Illinois, (hereinafter referred to as the "Employer" or the "City") and the International Union of Operating Engineers, Local 150, (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I

RECOGNITION

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED:** All persons employed full- or part-time in the job classifications: Laborer; Licensed Equipment Operator; Certified Water/Sewer Operator; Licensed Plumber; Licensed Plumbing Inspector; Mechanic; Assistant General Foreman and General Foreman by the Public Works Department of the City of Peru.

****EXCLUDED:** All other employees of the Public Works Department of the City of Peru; all supervisory, managerial and confidential employees, as defined by the Act; all other employees of the City of Peru; and all elected officials.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

If the City determines that there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the start of work in the new classification.

SECTION 1.3: PART TIME EMPLOYEES

The City may employ summer help and seasonal employees consistent with past practice, which employees shall not be subject to the terms of this Agreement. Part time employees employed in the positions identified in Section 1.1 above and who are covered by this Agreement shall not be entitled to any fringe benefits other than participation in the Illinois Municipal Retirement Fund, if eligible. They shall not be eligible for vacation, sick leave, holiday pay, funeral leave or any other benefit other than the wages established pursuant to this Agreement.

ARTICLE II

UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Authorized agents of the Union shall have reasonable access, with prior notice to the Public Works Superintendent, to employees in the bargaining units they represent. This access shall at all times be conducted in a manner so as not to impede normal operations.

For purposes of this Section, access includes the following:

(A) the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees or agents of the exclusive representative;

(B) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of employees or agents of the exclusive representative;

(C) the right to meet with newly hired employees, without charge to pay or leave time of the employees or agents of the exclusive representative, on the employer's premises or at a location mutually agreed to by the employer and exclusive representative for up to one hour either within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the employer and the exclusive representative; and

(D) the right to use the facility mailboxes and bulletin boards of the employer to communicate with bargaining unit employees regarding collective bargaining negotiations, the administration of the collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall, with the prior approval of the Public Works Superintendent, be allowed time off without pay for legitimate Union business, such as Union meetings and State or

International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence, and further provided that such time off does not disrupt the operations of the Department. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at its Public Works Department.

ARTICLE III

UNION DUES/CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of employees any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of applicable law.

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 twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

SECTION 3.2: HOLD HARMLESS

The Union shall hold and save the Employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and

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Agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The normal workday for full time bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours.
- (B) Hours
 - (1) Except as set forth herein, the normal hours for full time bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday.
 - (2) Upon notification to the entire bargaining unit, employees shall be permitted to work "summer hours," which shall be from 6:00 a.m. to 2:30 p.m., Monday through Friday from the Tuesday following Memorial Day ending on Labor Day.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks per day.
- (B) Employees shall be granted a one half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be paid for all such time worked, or, with the agreement of their supervisor, may be allowed to leave work early to make up for any lost lunch time.

SECTION 4.3: MANDATORY REST PERIOD

Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an unpaid rest period of eight (8) consecutive hours.

SECTION 4.4: OVERTIME COMPENSATION

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The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of forty (40) hours in a work week.
- (B) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

SECTION 4.5: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime on a reasonably equal basis amongst those qualified employees who usually perform the type of work at issue on a rotating basis by division, starting with the most senior qualified employee and continuing thereafter. The employee working on any job which extends into overtime or is assigned as on-call under Section 4.8 shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory as determined by the City. 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.

SECTION 4.7: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated at the appropriate rate of pay, for all hours worked on callback, with a guaranteed minimum of two (2) hours for each callback.

SECTION 4.8: ON-CALL ASSIGNMENTS - PAGER PAY

Employees who are assigned by the City to be on call shall be compensated at a rate of six (6) hours of straight time pay per week. Employees may trade on-call assignments, so long as they provide notice to the Department Head or whomever he/she designates.

SECTION 4.9: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Employees may not accumulate more than forty (40) hours of compensatory time on a rolling basis. Unused compensatory time may be carried over from year to year. Compensatory time may be used in one hour increments with Department Head approval. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time once per year in August. Written requests to cash out accrued compensatory time must be submitted by the first payroll in August and shall be paid in the second payroll in August.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular full-time employment with the Employer.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by resignation, discharge, retirement, layoff for more than twenty-four (24) months, and failure to return from a leave of absence. However, if an employee returns to work in any capacity for the Employer within twenty-four (24) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a seniority list for the Public Works Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, an employee may be disciplined or discharged without cause and no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

SECTION 5.5: RETURNING TO BARGAINING UNIT

An employee who is transferred to a job outside the bargaining unit but who later returns to the bargaining unit shall be returned to the classification last held and shall have his seniority accumulated without loss.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in the number of bargaining unit jobs. The City shall determine, in its sole discretion, whether and to what extent a layoff is necessary. The Employer shall give the Union at least fourteen (14) calendar days notice of any layoffs and bargain the effects thereof, except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority in classification of position with regular part-time employees in the classification(s) subject to the layoff being laid off before regular full-time employees in the classification(s). However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be. An employee who is laid off from one classification shall be permitted to displace a less senior employee in an equal or lower classification for which the employee is qualified.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twenty-four (24) months. Employees shall be recalled in seniority order if the City determines to fill any position that an employee was laid off from. After twenty-four (24) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII

DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed on non-probationary employees only for just cause. Probationary employees may be disciplined or discharged without cause. The City reserves the right to impose discipline at any level depending on the facts, circumstances and severity of each instance. Discipline shall include but not be limited to the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with

copy sent to Union office.

- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Other reasonable conditions of employment may be imposed as part of discipline. Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

All employees are hereby informed that they have a right to Union representation in any interview or questioning that they reasonably believe could lead to disciplinary action against them.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as a claim that there has been a misinterpretation, misapplication or violation of a specific term of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed by the Union Steward or by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. All grievances shall be presented in writing and shall specify the exact violation of this Agreement and the Section(s) alleged to be violated, the facts supporting such claimed violation, and the remedy requested.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: PSM/ASM

The Union may submit a written grievance to the PSM/ASM within ten (10) business days of the event giving rise to the grievance or the Union's or employee's reasonable knowledge of the events giving rise to the grievance. The PSM/ASM or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The PSM/ASM or designee shall submit a written response within ten (10) business days of the conference.

STEP TWO: COMMITTEE CHAIRS

If the grievance remains unsettled at Step ONE, the Union may advance the written grievance to the Chair of the Public Services Committee through the Human Resources Director within ten (10) business days of the response in step one or when such response was due. The Chair or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Human Resources Director

shall submit the written response of the Chair within ten (10) business days of the conference.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Two response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

The Arbitrator shall decide only the issue(s) submitted and shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by written agreement.

SECTION 8.6: UNION STEWARDS

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. The Union will provide written notice to the Public Works Superintendent to identify the Stewards.

ARTICLE IX

HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are:

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

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees.

SECTION 9.2: SPECIFIC APPLICATIONS

(A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

(B) Time off to vote shall be provided pursuant to 10 ILCS 5/17-15.

SECTION 9.3: HOLIDAY PAY

All full time employees shall receive eight (8) hours pay for each holiday. Employees who are required to work on a holiday shall additionally be compensated at double time pay at his or her regular hourly rate for all time actually worked on such holiday. Employees will only be paid holiday pay for the day on which the holiday is observed.

SECTION 9.4: PERSONAL DAYS

All full time employees shall be entitled to three (3) personal days off with pay to be used in each calendar year. Personal days may be used in half day increments with Department Head approval. Unused personal days shall not be carried over to the following year. Use of personal days shall be in accordance with the Employee Manual.

ARTICLE X

VACATIONS

SECTION 10.1: VACATION ACCRUAL

Full time bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Completed Full Years of Continuous Service</u>	<u>Vacation Available</u>
1 Year	1 Week
2 Years	2 Weeks
7 Years	3 Weeks
12 Years	4 Weeks
20 Years	5 Weeks

SECTION 10.2: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) 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.
- (C) Vacation time is not earned during a period of absence exceeding thirty (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 twelve

(12) weeks.

(D) Vacation may be used in increments of one (1) hour or more.

(E) Vacation in excess of two (2) weeks must be approved in advance by the Department Head.

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

(A) Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

(B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI

SICK LEAVE

SECTION 11.1: SICK LEAVE ACCRUAL

Full time employees shall accrue sick leave at the rate of 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 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.

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, who are, upon retirement,

immediately eligible to receive a pension from IMRF, who retire in good standing with the City, and who provide not less than 60 days advance written 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 of accrued sick leave is exhausted. Any employee who retires and who 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% toward IMRF benefits.

SECTION 11.2: SICK LEAVE USE

Sick leave shall be for the benefit of employees or family members as set forth above 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 City and any employee 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.

SECTION 11.3: VACCINATIONS

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.

ARTICLE XII

LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

A full time employee may be granted a leave of absence without pay or fringe benefits for up to sixty (60) days when the work of the Department will not be seriously disrupted. A written request, establishing reasonable justification and duration of the leave must be submitted to and approved by the Department Head and City Council. An employee may request health insurance continuation pursuant to COBRA during any such leave.

SECTION 12.3: FUNERAL LEAVE

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, father in law. Also, two (2) bereavement days will be granted for the death of a grandparent, aunt, uncle, niece, nephew, brother in law or sister in law if the employee attends the funeral.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

The City will comply with the Family and Medical Leave Act pursuant to the City's Family and Medical Leave Policy contained in the City of Peru Employee Manual.

SECTION 12.5: JURY DUTY LEAVE

Full time 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 12.6: WORKERS COMPENSATION LEAVE

Employees receiving Workers' Compensation payments will be paid any difference between their regular net compensation for eight hours and the Workers' Compensation payments. In the event that a work-related injury results in time off before Workers' Compensation payments are made, the Employer will assume the employee's regular pay until the employee receives Workers' Compensation, subject to a thirty (30) day maximum. Employees who are paid their wages during the 30 day period and who receive any payment in the form of wages or benefits from Workers' Compensation will assign such payments to the City.

SECTION 12.7: MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

ARTICLE XIII

HEALTH INSURANCE

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

The City will make the same dental insurance available to full time 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.

ARTICLE XIV

EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Internal Revenue Service. Employees shall be reimbursed for one meal for every day of five (5) to ten (10) hours at the rate of \$10.00 per meal. In the event that an employee is required by the City to stay overnight at such training/school session, the Employer will pay the cost of lodging in accommodations selected by the City.

SECTION 14.2: CDL LICENSE

All employees covered by this Agreement are required as a condition of employment to have a CDL license. The Employer shall reimburse all bargaining unit employees for the cost of said license, including renewals and any endorsements.

SECTION 14.3: EDUCATIONAL INCENTIVE

With Department Head prior approval in writing, bargaining unit employees who voluntarily participate in an education and training program applicable to Employer interest shall be eligible to receive reimbursement for tuition, registration and other items charged by the educational institution incidental to the course. Expenses will be reimbursed upon providing certified proof of satisfactory course completion. Receipts are required for reimbursement.

SECTION 14.4: TRAINING FACILITY

The City agrees to use Local 150's training facility for such training as deemed necessary by the City in its sole discretion, including training to obtain certification required for new classifications. The City reserves the right to determine how many, if any, employees shall be assigned to any given classification and to determine when and how much training to provide and which employees to provide it to. If an employee is sent to Local 150's training facility the employee shall be paid for all time spent at the training facility engaged in required training.

ARTICLE XV

SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer and employees shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement, specifically including without limitation all laws relating to driving and the prohibition of the use of

cell phones while driving.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held not more than four (4) times per year between Union and Employer representatives within a reasonable time of the request for a meeting.

Such meetings shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns;
- (D) Discussion of ways to improve Department efficiency and productivity.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss

of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII

SUBCONTRACTING

Notwithstanding any other provision in this Agreement, at any time during the term of this Agreement or thereafter, the City shall have the unqualified right to subcontract or reassign any or all of the existing and future operations and/or work performed by employees covered by this Agreement. However, no full-time bargaining unit employees shall be laid off or experience a reduction in the number of straight time hours worked as a result of any decision by the City to subcontract any work performed by employees covered by this Agreement.

ARTICLE XVIII

UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS

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. Required uniforms that are to be worn during all working hours shall be provided by the City.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all items of protective clothing and safety gear determined to be necessary by the City or required by law.

SECTION 18.3: TOOL ALLOWANCE

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

ARTICLE XIX

PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

Employees shall be allowed to review their personnel files pursuant to the Illinois Personnel Record Review Act.

SECTION 19.2: REMOVAL OF DISCIPLINARY RECORDS

All disciplinary records shall be removed from an employee's file after twenty-four (24) months from occurrence, upon request of the employee, provided the conduct which led to the discipline has not recurred during that time period.

ARTICLE XX

NON-DISCRIMINATION

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, or political affiliation and/or beliefs.

SECTION 20.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE XXI

NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

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.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

ARTICLE XXII

UNION AND MANAGEMENT RIGHTS

SECTION 22.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 22.2: 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 Public Works 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 XXIII

WAGES

SECTION 23.1: WAGE RATES & LONGEVITY

For the term of this Agreement wages shall be as follows:

	<u>5/1/21</u>	<u>5/1/22</u>	<u>5/1/23</u>
General Foreman	32.76	33.42	33.75
Assistant General Foreman	31.58	32.21	32.53
Mechanic	30.57	31.18	31.49
Licensed Plumber	29.97	30.57	30.87
Licensed Plumbing Inspector	30.57	31.18	31.49
Certified Water/Sewer Operator	29.97	30.57	30.87
Licensed Equipment Operator	29.97	30.57	30.87
Laborer	28.20	28.77	29.05

No employee will be paid from the above schedule until such employee fulfills the requirements of the position to which he is to be classified, including obtaining any required licenses or certifications. Future employees shall be assigned to classifications in the City's discretion. Full time employees hired prior to May 1, 2013 will be paid longevity pay based upon continuous years of employment of 1% per year additional compensation on base pay up to 20 years of service on anniversary. No employee hired after May 1, 2013 will be paid longevity pay under this Contract or any City Ordinance, Personnel Manual or practice.

SECTION 23.2: CHRISTMAS BONUS

All regular full-time employee shall receive a \$100.00 lump sum Christmas Bonus. The aforementioned Christmas Bonuses will be paid by the Employer during the first pay period in December, every year.

SECTION 23.3: DEFERRED COMPENSATION

During the term of this Agreement, the City shall continue to make available a deferred compensation plan as per past practice.

SECTION 23.4: LIFE INSURANCE

Effective January 1, 2018, employees shall be provided at City cost with Fifty Thousand Dollars (\$50,000.00) of term life insurance.

ARTICLE XXIV

DRUG AND ALCOHOL POLICY

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 non-CDL 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 . CDL employees will be randomly tested pursuant to applicable regulations.

ARTICLE XXV

FILLING OF VACANCIES

SECTION 25.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin

boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, and the Employer determines, in its sole discretion, to fill a vacancy, the Employer will fill those vacancies by employing the most qualified employee. In the event that the City determines that qualifications of two or more employees are equal, the most senior qualified employee shall be selected.

ARTICLE XXVI

GENERAL PROVISIONS

SECTION 26.1 PERSONNEL MANUAL

When not in conflict with the express terms of this agreement, the City of Peru Employee Manual, as amended from time to time, will control. This provision is not to be construed as a waiver of any right to bargain over changes in the terms and conditions of employment.

SECTION 26.2 RESIDENCY

All bargaining unit members must be able to respond to a call out within 45 minutes.

ARTICLE XXVII

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

TERMINATION


This Agreement shall be effective as of the first day of May, 2021, and shall remain in full force and effect until the 30th day April of 2024, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of December, 2021, in the City of Peru.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,


James M. Sweeney
President-Business Manager


Bryan Diemer
Attorney

CITY OF PERU


Mayor