

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the City of Peru (the "City") and the IBEW Local 51 (the "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement which is effective through April 30, 2024 (the "Contract"); and

WHEREAS, the Contract provides for various wages for different positions in the bargaining unit; and

WHEREAS, the City has recently appointed an Electric Operations Manager, which position is a management position that is not in the bargaining unit, and certain other staffing changes have occurred in the City's Electric Department; and

WHEREAS, the City has determined that, from time to time, it is necessary and desirable that a Journeyman Lineman be assigned to the role of Crew Foreman; and

WHEREAS, the City and the Union have met and discussed the issues associated with the assignment of a Journeymen Lineman to the role of Crew Foreman, and have made such agreements as are set forth below;

NOW, THEREFORE, the City and the Union agree as follows:

1. The Whereas clauses set forth above are incorporated herein as substantive provisions of this Agreement.
2. For the remainder of the 2022-2023 contract year (date of this agreement through 4/30/23), any Journeyman Lineman who is assigned by the City to serve as a Crew Foreman shall be paid at the hourly rate of \$49.50 for all hours worked in that role. For the 2023-2024 contract year (5/1/23-4/30/24) the Crew Foreman hourly wage shall be \$50.00.
3. The increased rate applicable to the Crew Foreman role shall be available only when a Journeyman Lineman is assigned by City management to that role, and only for any hours so assigned. It is not a permanent wage increase or reclassification.
4. When City management determines that there is a need for the use of an additional Crew Foreman, the temporary assignment will be filled by the person then on duty who is determined to be most qualified by the City. If the City determines that all qualifications are equal, the most senior available employee on that shift shall be given the assignment. The duties and responsibilities of the Crew Foreman shall be determined by the City.

5. The Union acknowledges and agrees that all aspects of this issue and the effects thereof have been fully and finally bargained and that all agreements reached have been included in this Memorandum of Agreement.

6. All other provisions of the Contract shall remain in full force and effect and are not modified in any way by this Agreement. This Agreement is made on a non-precedent setting basis and will take effect as of October 31, 2022 upon execution of the Agreement.

CITY OF PERU

By:  _____

Its: _____

Date: 12-18-22

IBEW LOCAL 51

By:  _____

Its: Business Representative LUIS

Date: 12/15/2022