

VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 23-11

**AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND
LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 100
COMMENCING ON JULY 1, 2023, AND ENDING JUNE 30, 2026**

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 20th DAY OF JUNE 2023

Published in pamphlet form by
authority of the Village Board
of Trustees of the Village of
Dupo, St. Clair County, Illinois,
this 20th day of June 2023.

ORDINANCE NO. 23-11

AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 100 COMMENCING ON JULY 1, 2023, AND ENDING JUNE 30, 2026

WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on June 20, 2023, at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, the prior Collective Bargaining Agreement ("CBA") between the Village of Dupo, Illinois and the Laborer's International Union of North America, Local 100 ("Union") of November 12, 2020, and ending June 30, 2023 has expired, and the Village Mayor/President (the "Mayor") and the Board of Trustees of the Village (the "Village Board" and with the Mayor, the "Corporate Authorities") deem it advisable to enter into a new CBA with the Union; and

WHEREAS, the Corporate Authorities and the Union have come to an agreement that is beneficial for both parties regarding the terms of a new CBA effective July 1, 2023, and ending June 30, 2026, and said new CBA is attached hereto as **Exhibit "A"**; and

WHEREAS, the Corporate Authorities deem it advisable, necessary, and in the public interest that the Village of Dupo, Illinois authorize, approve, and adopted the CBA that is attached hereto as **Exhibit "A"**; and

WHEREAS, the CBA will serve the public and corporate purposes for which the Village of Dupo, Illinois is organized and which are reasonably necessary to conduct Village business; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Dupo, St. Clair County, Illinois, as follows:

Section 1: The facts and statements contained in the foregoing recitals are incorporated herein as findings of the Corporate Authorities.

Section 2: A CBA between the Village and the Union is attached hereto and marked as **Exhibit "A"**, the contents of which are by reference incorporated herein.

Section 3: From and after the effective date of this Ordinance the Mayor of the Board of Trustees and the Clerk of the Village are hereby authorized and directed to execute

said agreement (CBA) herein provided for, and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the new CBA (effective July 1, 2023 and ending June 30, 2026).

Section 4: The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

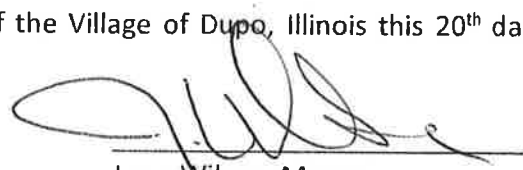
Section 5: All code provisions, ordinances, resolutions, rules and order or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 6: This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

PASSED this 4th day of December, 2017 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Joe Basinski	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Ron Dell	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Kerry Foster	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Dawn Keys	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Ken Phillips	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Tammy Taylor	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 20th day of June, 2023.


 Jerry Wilson, Mayor
 Village of Dupo, Illinois

ATTEST:


 MARK NADLER, VILLAGE CLERK

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois.

I further certify that on the 20th day of June 2023, the Corporate Authorities of the Village of Dupu, Illinois, passed and approved Ordinance No. 23-11, entitled:

AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND LABORER’S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 100 COMMENCING ON JULY 1, 2023, AND ENDING JUNE 30, 2026

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 23-4, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupu Village Hall, commencing on June 20, 2023, and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupu, Illinois this 20th day of June 2023.



MARK NADLER, Village Clerk

(SEAL)

ADDENDUM "A"

RESOLUTION ESTABLISHING VILLAGE POLICY ON
PROVIDING RESPONSE TO GAS EMERGENCIES

WHEREAS, the Federal Pipeline Safety Standards require telephone availability at all times for response by the Village to emergencies in the Village gas distribution system, and

WHEREAS, Village seeks to provide such "on call" coverage within the guidelines of the U. S. Department of Labor in the administration of "The Fair Labor Standard Act";

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Dupu, St. Clair County, Illinois, that the Village does herewith adopt the following policy:

1. On call service Monday through Friday except on national holidays shall continue to be provided as in the past.
2. Utility employees shall provide 24 hour "on-call" response service on weekends and holidays. A monthly schedule shall be prepared by the Superintendent designating which utility employees are assigned to provide response coverage on each Saturday, Sunday and holiday. The schedule shall be prepared in advance and posted in the Police Station and Utility Building. A copy of the schedule shall be given the Mayor and the Chairman of the Gas Committee.
3. Each employee of the Utility Department shall provide the Police Department with one or more telephone numbers whereby the employee can be reached while he is on call. Employees on call are not required to remain on the Village premises; They are free to engage in their own pursuits provided they can be reached by telephone.

4. The Police Department of this Village is charged with responsibility to contact the Utility employee "on call" for any gas emergency. The Police shall immediately telephone the "on call" employee to provide such information available to allow the "on call" employee to respond.

5. Notice shall be given the public that the Police Department telephone number is to be used by the public in reporting gas emergencies. Notice to be posted at the Village Hall and published in a newspaper of general circulation in the Village.

6. The Utility employee providing weekend holiday coverage shall receive no pay for such "on call" response service except as follows:

(a) The employee who performs the weekend-holiday coverage shall be paid for two (2) hours of work at one and one-half his hourly rate. The payments to be made for each day the weekend/holiday coverage is provided. The payment shall be made in addition to holiday pay which the employee is otherwise entitled to receive.

(b) It is understood that an employee who is required to perform an actual job assignment for the Village during such time he is providing on call coverage shall be paid for such hours of work. The rate of pay shall be in accord with the terms of the parties' Collective Bargaining Agreement.

ADOPTED this _____ day of _____, 1987.

PRESIDENT - BOARD OF TRUSTEES
VILLAGE OF DUPO
ST. CLAIR COUNTY, ILLINOIS

ATTEST:

N1594
RECEIVED
OCT 8 2010
REVISITS
PENSION FUND

Rehabilitation Plan Addendum

MODEL AGREEMENT ADOPTING PREFERRED SCHEDULE

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 20, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$ 1.15 per hr shall be increased by 10% to the rate of \$ 1.27 per hr effective Nov 1, 2010. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

5. This Addendum shall be effective as of 10/18/10 2010, which date is the same date on which the contribution rate increases under paragraph 2 is first effective.

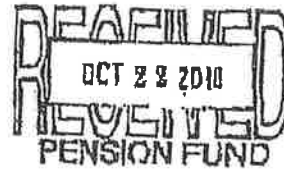
To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: [Handwritten Signature]
Name: Les Greene
Position: Bus. Affairs Manager Date: 10-18-10

FOR THE EMPLOYER:

Signature: [Handwritten Signature]
Name: Ross Dell
Position: Manager, Division of Super Date: 10/19/10



ADDENDUM "A"

RESOLUTION ESTABLISHING VILLAGE POLICY ON
PROVIDING RESPONSE TO GAS EMERGENCIES

WHEREAS, the Federal Pipeline Safety Standards require telephone availability at all times for response by the Village to emergencies in the Village gas distribution system, and

WHEREAS, Village seeks to provide such "on call" coverage within the guidelines of the U. S. Department of Labor in the administration of "The Fair Labor Standard Act";

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Dupu, St. Clair County, Illinois, that the Village does herewith adopt the following policy:

1. On call service Monday through Friday except on national holidays shall continue to be provided as in the past.
2. Utility employees shall provide 24 hour "on-call" response service on weekends and holidays. A monthly schedule shall be prepared by the Superintendent designating which utility employees are assigned to provide response coverage on each Saturday, Sunday and holiday. The schedule shall be prepared in advance and posted in the Police Station and Utility Building. A copy of the schedule shall be given the Mayor and the Chairman of the Gas Committee.
3. Each employee of the Utility Department shall provide the Police Department with one or more telephone numbers whereby the employee can be reached while he is on call. Employees on call are not required to remain on the Village premises; They are free to engage in their own pursuits provided they can be reached by telephone.

4. The Police Department of this Village is charged with responsibility to contact the Utility employee "on call" for any gas emergency. The Police shall immediately telephone the "on call" employee to provide such information available to allow the "on call" employee to respond.

5. Notice shall be given the public that the Police Department telephone number is to be used by the public in reporting gas emergencies. Notice to be posted at the Village Hall and published in a newspaper of general circulation in the Village.

6. The Utility employee providing weekend holiday coverage shall receive no pay for such "on call" response service except as follows:

(a) The employee who performs the weekend-holiday coverage shall be paid for two (2) hours of work at one and one-half his hourly rate. The payments to be made for each day the weekend/holiday coverage is provided. The payment shall be made in addition to holiday pay which the employee is otherwise entitled to receive.

(b) It is understood that an employee who is required to perform an actual job assignment for the Village during such time he is providing on call coverage shall be paid for such hours of work. The rate of pay shall be in accord with the terms of the parties' Collective Bargaining Agreement.

ADOPTED this _____ day of _____, 1987.

~~PRESIDENT~~ - BOARD OF TRUSTEES
VILLAGE OF DUPO
ST. CLAIR COUNTY, ILLINOIS

ATTEST:

N1594
RECEIVED
OCT 2 2010
POSITIVE
PENSION FUND

Rehabilitation Plan Addendum

**MODEL AGREEMENT ADOPTING PREFERRED SCHEDULE
ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT**

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 28, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. ~~This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.~~
2. The current contribution rate to the Pension Fund of \$.25 per hr shall be increased by 10% to the rate of \$.28 per hr effective April 1, 2010. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

5. This Addendum shall be effective as of 10/18/10, 2010, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: [Handwritten Signature]

Name: Les Greene

Position: Pension Manager Date: 10-18-10

FOR THE EMPLOYER:

Signature: [Handwritten Signature]

Name: Tom Dell

Position: Physician - Director of Care Date: 10/19/10

RECEIVED
OCT 22 2010
REVISED
PENSION FUND