AGREEMENT

BETWEEN

VILLAGE OF CHATHAM,
A MUNICIPAL CORPORATION

AND

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION NUMBER 51

FOR
THE BARGAINING UNIT
AS CERTIFIED

EFFECTIVE MAY 1, 2010 THROUGH APRIL 30, 2014

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Preamble

The Village of Chatham, an Illinois municipal corporation, hereinafter referred to as the "Employer" and the International Brotherhood of Electrical Workers, Local 51, hereinafter referred to as the "Union", enters into this Contract.

The purpose of this Contract is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees conditions of employment including but not limited to wages, hours and working conditions. This agreement shall have effect in the territory served by the Village Electric Department and shall cover all work done in the aforementioned areas only by employees in the Electric Department as herein set forth.

In consideration of mutual promises, covenants and Contract contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

Section 1. Unit Description - The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all Village of Chatham employees as certified for this Union. Except as indicated below, all full-time employees of the Village of Chatham employed in the Electric Department are covered by this agreement. Supervisory, professional, sales, clerical, office employees and others not identified above are excluded from coverage under this agreement.

Section 2. Individual Agreements - There shall be no individual agreements between the Employer and the bargaining unit employees that conflict with or supersede this agreement.

Section 3. New Position - When adding to the present forces, the Village may employ not more than one apprentice to three journeymen in the Electric Department. The Village further agrees that when additional employees are required, it will notify the Union so that it shall have an opportunity to supply candidates for such employment from its members; but the Village may employ any person qualified in its judgment whether or not such person is a candidate furnished by the Union.

ARTICLE II
MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Electric Department of the Village and all management rights repose in it. Except as specifically limited by the express terms of this Agreement, these rights include, but are not limited to, the following:

a) To direct all operations of the Department;

b) To suspend, discharge and take other disciplinary action against employees;

c) To lay off employees;

d) To maintain efficiency of Department operations;

e) To introduce new or improved methods or facilities;

f) To change existing methods or facilities;

g) To determine the kinds and amounts of services to be performed as pertains to Department operations; and the number and kind of employee and classifications to perform such services, which do not violate or conflict with any other labor agreement to which the Village is a party;

h) To contract out for goods or services;

h) To determine the methods, means and personnel by which Department operations are to be conducted;

i) To take whatever action is necessary to carry out the functions of the Department in situations of emergency.

It is understood and agreed that any of the rights, powers, or authority the village had prior to the signing of this Agreement are retained by the Employer except those specifically limited by the express terms of this Agreement.

ARTICLE III
SUBCONTRACTING

Section 1. General Policy - It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. If the Village should contract any of the work covered by this agreement, the Village will endeavor to employ a contractor who employs labor under conditions acceptable to the Brotherhood.

Section 2. Notice and Discussion — Absent an emergency situation, prior to the Employer subcontracting of bargaining unit work Employer shall notify the Union and offer the Union an

opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Section 3. Job Assignment — The Village may assign an employee covered under this agreement other work within the village (so long as such temporary periodic assignment does not violate or conflict with any other Labor Agreement to which the Village is a party) but in such cases all employees under this agreement shall be paid at the hourly rates set in Article XV of this agreement. Employees covered hereunder shall not be required to do inside wiring of customer's premises if there is a Local Union of the Brotherhood.

ARTICLE IV
UNION BUSINESS/UNION SECURITY

Section 1. - Condition of employment and Dues As a condition of continued employment, all employees included in the collective bargaining unit, before the thirty-first day of employment shall become members of the Union and pay to the Union periodic monthly dues and initiation fees uniformly required of all union members or pay to the union a fair share fee equivalent to the periodic monthly dues required of union members. Employees who fail to comply will be terminated by the Employer upon request of the Union.

Section 2. - Dues Deduction The employer agrees to deduct the periodic monthly membership dues and initiation fees from the pay of each employee who voluntarily submits a proper check-off authorization form and remit such deductions to the Union. The Employer shall automatically deduct the periodic monthly service fees equivalent to the Union's periodic monthly membership dues from the pay of each employee who elects not to become a union member and remit such deductions to the Union on the first of the following month. One-half the monthly dues shall be deducted from each paycheck.

Section 3. - Dues Notification The Union shall notify the Employer in writing of any changes in the amount of dues, initiation and fair share fees. The Employer agrees to furnish the Union a monthly record, including Social Security Number, of those employees for whom deductions have been made and the amount deducted.

Section 4. - Religious Tenets The parties agree to comply with the Act concerning religious tenets.

Section 5. - Union Access to Property Union representative(s) from IBEW Local 51 shall be granted access to the premises of the Employer in order to conduct union business. It is not the intent of the Union to disrupt the normal work process. However, necessary discussions will be held as to be non-disruptive as possible. Lengthy discussions will be held on employees' time only.

Section 6. - Union Stewards The Business Manager shall have the right to appoint a Steward on any job where workman are employed under the terms of this agreement. Such Steward shall see that

this agreement is observed. In the event of dispute, the steward will be allowed reasonable time to conduct union business as necessitated by dispute or problems without loss of pay or benefits. An employee scheduled to work during the time negotiation meetings are scheduled shall be allowed time off from work with pay and benefits.

Section 7. - Non-discrimination The Employer agrees that there will be no discrimination against stewards or officers of the Union engaged in the negotiation of agreements, the adjustment of grievances or the performance of related work in the interest of the Union and its members.

ARTICLE V
NO STRIKE/NO LOCKOUT

Section 1. No Strike/No Lockout Commitment -

a) Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.
b) The Employer agrees not to lockout the employees during the term of this Contract.
c) The Employer will take such actions within its authority to minimize the possibility of employees having to cross a picket line.

Section 2. Resumption of Operations — In the event of action prohibited by Section 1 above, the Union immediately will disavow such action and request the employees to return to work, and will use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, will not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

ARTICLE VI
EQUAL EMPLOYMENT

The Village of Chatham is an equal employment opportunity employer hiring employees without regard to race, creed, color, national origin, religion, ancestry, material status, age, sex, physical or mental disability, membership in the Union, current employment with the Village, or any other form of discrimination under Federal or State law or Government contract regulation.

ARTICLE VII
SENIORITY

Section 1. Definition of Seniority - As used herein, the term "seniority" will refer to and be defined as the continuous length of service as a full-time employee in each job classification from the date of last hire.

Section 2. Probation Period - An employee is a "probationary employee" for his first one-hundred twenty (120) calendar days of employment. No matter concerning the discipline, layoff or termination of, a probationary employee will be subject to the grievance and arbitration procedures. A probationary employee will have no seniority, except as otherwise provided in this Agreement, until they have completed their probationary period. Upon the completion of their probationary period, they will acquire seniority from their date of hire.

Section 3. Seniority Application – The seniority of a Journeyman who has reached a Journeyman's classification through apprenticeship or time service as a helper, shall begin on the date he began his apprenticeship or began as a helper. Promotion shall be based on classification seniority, ability and qualifications; ability and qualification being sufficient, classification seniority shall prevail. Demotions because of reduction in forces shall be the reverse of the order of promotions. In case of layoff in any classification, probationary employees shall be laid off first, and then the employee with the least seniority in the classification shall be the next to be laid off.

Section 3. Seniority List - The list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Except for Line Foreman, seniority shall prevail in lay off and vacation requests. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 4. Termination of Seniority - An employee will be terminated by the Employer and his seniority broken when they:

a) quits; or

b) is discharged for just cause; or

c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or

d) accepts gainful employment while on an approved leave of absence from a Department unless the employment is part of the request for leave;

e) is absent for three consecutive scheduled work days without proper notification or authorization; or

f) Fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 5. Seniority While On Leave - Employees will continue to accrue seniority credit for time spent on authorized unpaid leave of absence except for leaves granted for non—job related reasons, Article XVI, Section 1. Employees on unpaid leave of absence (except those on reserve military leave) shall not accrue paid holidays, vacation, sick leave or any other paid time off.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Actions - The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

a) Oral warning

b) Written warning

c) Suspension without pay

d) Discharge

Disciplinary actions will be based on the severity of the violation. Disciplinary action may result from the various acts or actions, examples of which are:

a) Conviction of any felony, or any misdemeanor involving moral turpitude or dishonesty.

b) Use of employee's official position for personal gain.

c) Falsification of Village records or timesheets.

d) Harassment or discrimination based on gender, race, color, creed, age, religion, or disability.

e) Carelessness in handling Village equipment.

f) Abuse of sick or other leave.

g) Use of or being under the influence of alcohol or illegal drugs as defined by the Illinois Criminal

h) Code while on the job or on call, or failure to take or pass a urinalysis or other examination as set forth in any Village substance abuse testing program.

i) Incompetence in the performance of assigned duties or inattention to duties.

j) Insubordination by disobedience to any order or directive or disrespect toward a Director.

k) Misuse or abuse of Village working time, equipment, or supplies for personal gain

l) Excessive absenteeism or tardiness, including leaving work early and overstaying break or lunch periods.

m) Solicitation or acceptance of any gratuity, gift, present, reward or other thing of value in return for the performance of the employee's official duties, or as a condition for not performing those duties.

n) Failure to pay promptly any indebtedness owed to the Village.

o) Habitual discourtesy or disrespect to the public or to fellow employees.

p) Theft, destruction, loss or unauthorized use of Village property, equipment and materials, either willfully or through unnecessary carelessness.

q) Unauthorized dissemination of information protected from disclosure under the Illinois Freedom of Information Act.

r) The loss of a license or the inability to obtain a license to operate the plant, vehicles, or

equipment which materially derogates the ability to perform job responsibilities.

s) The doing of any act which brings disrepute upon the Village or the Village Board.

t) Matters not covered above but of similar severity.

Section 2. Discipline and Timing - The Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Section 3. Use of Progressive Disciplinary Action - The requirement to use progressive disciplinary action does not prohibit the Employer from using more severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment or the employee is detrimental to the Employer. Such disciplinary actions such as carrying a concealed weapon, gross insubordination, possession of a controlled substance, cannabis or alcohol, intentional destruction or theft of Village property, fighting on the job, appearing for work under the influence of illegal drugs of alcohol or other substances that may impair an employee's ability to perform all the duties required. Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 4. Disciplinary Notification - Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. If the Employer has reason to discipline an employee, it shall be done professionally and privately. The employee will be entitled to Union representation and be advised of such at any and all disciplinary actions by the Employer or their designee.

Section 5. Employee Compliance - All employees who are members of the Union agree to comply with all rules and regulations of the Village of Chatham and will be subject to dismissal or suspension if said rules and regulations are not observed; however, such dismissal or suspension will be subject to the grievance procedure as outlined in Article IX of this agreement.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance - A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Contract.

Section 2. Oral Grievance - In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute will be made between the employee and his/her Director or Director's designee. The employee will orally make his grievance to his/her Director or Director's designee within five (5) working days of the occurrence giving rise to the grievance. The Director or director's designee will notify the employee of the decision within five (5) working days following the day when the oral grievance was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. The employee will first complete his assigned work task and grieve later.

Section 3. Representation - Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract interpretation grievances directly at Step 3, of Section 8 of this Article.

Section 4. Subject Matter - Only one subject matter will be covered in any one grievance. A grievance will contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 5. Time Limitations - Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed to the next step within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits will not find in favor of the grievant, but will automatically advance the grievance to the next step, except Step 4. Failure to respond at Step 3 for a period of five (5) working days will automatically advance the grievance to Step 4. Time limits may be extended by mutual agreement.

Section 6. Grievance Processing - No employee or Union representative will leave their work assignment to file or process grievances without first securing permission of their Director or Director's designee. In the event of a grievance, the employee will always perform their assigned work task and file the grievance at the conclusion of the work assignment. Grievances will not be investigated during working hours unless mutually agreed between the Union and the Director or Director's designee that an investigation would expedite the grievance process.

Section 7. Grievance Meetincgs — A maximum of two (2) employees (the grievant and/or Union Steward) per work shift will be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) will only be excused for the amount of time reasonably required to present the grievance. The employee(s) will not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section 8. Steps in Procedure - For purposes of this Article only, working day means any day that the administrative offices of the Village are open. Grievances shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Director or director's designee, as provided for in Section 2 Oral Grievances, the Union will prepare a written grievance on a form supplied by the Union and filed with the village Clerk no later than five (5) working days after the employee was notified of the decision by the Director or Director's designee. Within five (5) working days after the grievance has been submitted, the Director or Director's designee will meet with the grievant and a Union Steward to discuss the grievance and make a good faith attempt to resolve the grievance. The Director or Director's designee will respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 2. If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Director or Director's designee, to the Director and President, or their designee. Within five (5) working days after the grievance has been filed at this Step 2, the Director and Mayor, or their designee, will meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Director and Mayor, or their designee will respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 3. If the grievance is not settled at Step 2, the grievance may be referred in writing, within five (5) working days after the decision of the Mayor and Director, or their designee, to the full Village Board, or their designee. Within five (5) working days after the grievance has been filed at Step 3, the full Village Board, or their designee will meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The full Village Board, or their designee will respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 4. If the dispute is not settled at Step 3, the matter may be submitted to arbitration within five (5) working days after the full Village Board written decision or the expiration of five (5) working days if the Village Board, or their designee, fail to render a written decision. Within five (5) working days after the matter has been submitted to arbitration a representative of the Employer and the Union will meet to select an arbitrator from a list of mutually agreed—to arbitrators. If the parties are unable to agree on an arbitrator within five (5) working days after such meeting, the parties will request the State Labor Relations Board to submit a list of seven (7) arbitrators. Either party will have the right to reject an entire list of arbitrators with

reasonable explanation. The arbitrator will be selected from the list of five (5) by alternate strikes by the Employer representative and the Union. The Employer and the Union will take turns as to the first strike with the party asking for arbitration striking first. The person whose name remains on the list will be the arbitrator. The arbitrator will be notified of his selection by a joint letter from the Employer and the Union. Such letter will request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings will be held at a neutral site in the Village of Chatham, Illinois, unless otherwise mutually agreed.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator, which will be submitted verbally unless otherwise mutually agreed. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator will then proceed to determine the merits of the dispute. The arbitrator will have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Contract. The Employer and Union will share the expenses and fees of arbitration and the cost of the hearing room equally. Costs of arbitration will include the arbitrator's fees, room cost and transcription costs, if any. Nothing in this Article will preclude the Employer and Union from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator will be made within thirty (30) days following the hearing and will be final and binding on the Employer, the Union and the employee or employees involved.

ARTICLE X
HOLIDAYS

Section 1. Holidays -

a) General Provisions - Employees covered under this agreement shall receive their regular compensation for eight (8) hours on the following legal holidays, or any other day proclaimed in writing as a Village holiday by the President and Board of Trustees, during which time the public offices of the Village are closed:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day	Christmas Day

b) Holiday Observance - Employees whose normal work week is Monday through Fridays shall observe a holiday which falls on a Saturday the previous Friday and a holiday which falls on a Sunday the following Monday. If a paid holiday falls during an employee's paid vacation period, they are eligible for holiday pay or their vacation period shall be extended by one day.

c) Labor Day - No work shall be performed by employees covered by this agreement on Labor Day except to preserve life and property and to maintain service.

Section 2. Qualification - An employee must work, or be on approved leave, their regularly scheduled day preceding and following a holiday to be eligible for holiday pay.

ARTICLE XI
VACATIONS

Section 1. Vacation Pay — Employees covered by this agreement shall be awarded annual vacation periods with full pay, and vacation may be taken in any time increments, within timekeeping policy on the following basis:

From the date of hire, 80 hours a year per the following schedule:

January – 6	February – 7	March – 7	April – 6	May – 7	June – 7	
July – 6	August – 7	September – 7	October – 6	November – 7	December – 7	

From the completion of 5 continuous years of service, 120 hours a year per the following schedule:

January – 10	February – 10	March – 10	April – 10	May – 10	June – 10	
July – 10	August – 10	September – 10	October – 10	November – 10	December - 10	

From the completion of 10 continuous years of service, 160 hours a year per the following schedule:

January – 13	February – 13	March – 14	April –13	May – 13	June – 14	
July – 13	August – 13	September – 14	October – 13	November – 13	December - 14	

From the completion of 15 continuous years of service, 168 hours a year per the following schedule:

January – 14	February – 14	March – 14	April –14	May – 14	June – 14	
July – 14	August – 14	September – 14	October – 14	November – 14	December - 14	

From the completion of 16 continuous years of service, 176 hours a year per the following schedule:

January – 14	February – 15	March – 15	April –14	May – 15	June – 15	
July – 14	August – 15	September – 15	October – 14	November – 15	December - 15	

From the completion of 17 continuous years of service, 184 hours a year per the following schedule:

January – 15	February – 15	March – 16	April –15	May – 15	June – 16	
July – 15	August – 15	September – 16	October – 15	November – 15	December - 16	

From the completion of 18 continuous years of service, 192 hours a year per the following schedule:

January – 16	February – 16	March – 16	April –16	May – 16	June – 16	
July – 16	August – 16	September – 16	October – 16	November – 16	December - 16	

From the completion of 19 continuous years of service, 200 hours a year per the following schedule:

January – 16	February – 17	March – 17	April –16	May – 17	June – 17	
July – 16	August – 17	September – 17	October – 16	November – 17	December - 17	

Section 2. Carryover of Vacation Days - Employees may carry—over vacation time for 24 months after the calendar year in which it is earned. If the carryover vacation days are taken as additional compensation, as provided herein, then such compensation shall be based on the rate of pay for the days earned and not on the rate of pay when taken, if there is a difference; vacation days used or paid shall be deducted in the order earned.

Section 3. Requests For Vacation - Preference for vacation shall be given those scheduled by February 15. An employee shall request vacation at twenty four (24) hours prior to the vacation requested. The vacation period of employees will be approved by the Director and/or Line Foreman subject to the needs of the Village. The Village shall have the right to require no more than one employee subject to this agreement to take vacation at any time.

Section 4. Payment of Vacation Credits Annually - An employee may request pay for vacation accrued and unused once in each calendar year. The request shall be submitted in writing to the Director and shall be processed on the ensuing pay period.

Section 5. Vacation Length - No employee may take more than 120 consecutive hours of vacation (exclusive of holidays) without the prior consent of the Director and/or Line Foreman.

ARTICLE XII
SICK LEAVE

Section 1. Sick Leave — Employees covered by this agreement will receive full pay during absence from work due to sickness, with sick days accumulated at the rate of eight (8) hours per month of employment, after a 120 day probation period.

a) Accumulated sick leave is limited to a maximum of 960 hours. In the event the employee continues to be absent from work after the expiration of the time to which he is entitled, his allowance for sick pay will cease. Continued disability pay allowance from Illinois Municipal Retirement Fund would be available following the expiration of sick leave payments. I.M.R.F. rules would prevail in this case. When the services of an employee are terminated as a result of disciplinary action, no compensation will be paid for accrued sick

leave. In all other cases, accrued paid sick leave will be paid at one half of the employee's then current straight time rate of pay.

b) During that time when an employee is off work due to a reduction in force (temporary layoff), no sick days for that month(s) will be accumulated. Any payment due an employee under Worker's Compensation or pension laws or regulations, during or for any particular disability for which he is entitled to pay allowances, will be deducted from such pay allowance.

Section 2. Procedures -

a) No employee will be permitted to take leave if it has not yet been earned. Sick leave will be paid at full pay at the current rate of compensation. An employee without accumulated paid sick leave who requires additional sick leave will have sick hours deducted from vacation time or personal time if the employee has accumulated time available, if not available the time will be unpaid.

b) Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and shall contact the Director and/or Line Foreman, or their designee within one (1) hour after the start time of the affected shift. An employee who does not comply with these rules shall be charged with an unauthorized absence. Sick leave may also be utilized for routine medical and dental appointments. All foreseeable leave for such purposes will require a specific prior approval of the Director and/or Line Foreman and may be in any time increment, within the timekeeping policy.

c) Upon the prior approval of the Director and/or Line Foreman, an employee may be permitted to take sick leave during the illness, recovery from accident, surgery or pregnancy of the dependent members of employee's household (as if an employee), including spouse, child or parent, to the extent of the employee's accumulated sick leave. No such leave shall be granted retroactive to any application for such leave. The Director's decision to grant or deny such request shall be final.

d) Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Upon the expiration of sick leave benefits and all other authorized benefit time, the Employer shall notify the employee of such expiration. The employee will then have thirty (30) days to apply for a leave of absence for extended illness. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits may result in automatic termination.

e) The Village shall have the right to require substantiation in the form of a physician's statement of release and verification that sick leave is taken and used for its intended purpose of enabling employees to remain on the payroll while unable to work because of personal illness.

f) The Director, or their designee may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

g) An employee will be paid sick leave equivalent to the normally scheduled straight time day.

h) The Personnel Office shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 3. Sick Leave Abuse Sanctions — For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Sections 1 and 2 of this Article. Upon sufficient evidence of the abuse of such sick leave, the employee will not be paid for such leave taken nor will the employee accrue any rights such as seniority or other rights. Abuse of sick leave will subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

ARTICLE XIII
LEAVES OF ABSENCE

Section 1. Discretionary Leave —

a) The Director may grant up to ten (10) days, without pay or salary, to employees under their supervision for job—related reasons, or for other valid reasons (such as prolonged illness of the employee, his/her spouse, or his/her child or children, or childbirth). The employee shall request the leave in writing stating the nature and dates of the requested leave at least three (3) days prior to the requested leave. The Director in his or her sole discretion shall allow or deny the request for leave; no employee is entitled to leave. Leaves for periods longer than ten (10) days shall be approved by the President and Board of Trustees. Requests for leaves longer than ten (10) days shall be submitted to the President in writing at least two (2) weeks prior to the requested leave.

b) No leave will be granted for a period exceeding one— hundred eighty (180) consecutive calendar days, nor will any employee be granted a leave, or leaves, totaling more than one— hundred eighty (180) days in a given calendar year without the approval of the President and Board of Trustees.

Section 2. Funeral Leave – Employees will receive a maximum of three (3) fully paid days off for a death which occurs in that employee's immediate family. Immediate family herein shall be defined as a

spouse, child or grandchild, parent, grandparent, brother, sister and equivalent relatives of an existing spouse. Employees will receive one (1) fully paid day for a death of an aunt, uncle niece, or nephew, An employee will be excused one (1) day to act as a pallbearer. In addition to the forgoing bereavement leave, the Director may grant any employee an unpaid day of leave to participate in the funeral of an cousin, or friend; or the employee may in his or her discretion take a paid vacation or personal time for such purposes if the employee is entitled to such time.

Section 3. Jury Duty - Employees called for jury duty shall be granted leave. The employee upon receiving a summons shall immediately provide a copy toe the Director. An employee taking jury leave has the following options regarding pay:

a) The employee may continue to receive pay from the Village and pay over to the Village Treasurer all compensation paid by the court;
b) The employee may take unpaid leave of absence from the Village and retain all compensation paid by the court;
c) The employee may take paid vacation days and retain all compensation paid by the court.

Section 4. Personal Leave - Employees covered by this agreement shall receive 56 hours of Personal Leave on January 1 of each year of the contract. The hours may be used in any time increment, within timekeeping policy, at the employee's discretion with the approval of the Director and/or Line Foreman. Approval shall not be unreasonably with held. Requests shall be filed with the Director and/or Line Foreman twenty four (24) in advance of the requested leave, except in an emergency. No hours may be carried forward to the following calendar year.

Section 5. Military Leave - Any employee called to active duty in or drafted in the armed Services of the United States or ordered to training with the Army, Navy, Air Force, Marine Corps, or Coast Guard Reserves, or National Guard, shall be entitled to unpaid leave for the duration of his or her service. Such an employee shall present the Director with a copy of his or her orders in advance of taking leave, and shall report back to work the first business day after return from active duty. Military leave shall not be granted to an employee who voluntarily joins the active Armed Services of the United States and is neither called to active duty, drafted, nor called for reserve training.

Section 6. Workers Compensation Leave - An employee who is injured during and in the course of his employment with the Village and is eligible for Workmen's Compensation for temporary total incapacity for work in accordance with the Workmen's Compensation Act, Section 8, shall receive from the Village the difference between the weekly compensation rate for temporary total disability and his basic weekly take-home pay (gross pay less FICA, Federal and State Withholding Taxes) for each day he is off, starting from the time of the injury. Such payments are to continue until:

a) The physician releases the employee to return to work; or

b) Such time that compensation or temporary total incapacity for work as specified in Section 8 of the Workmen's Compensation Act has been exhausted; or

c) Such time that the employee is determined to be wholly and permanently incapable of work by the Industrial Commission.

d) Any employee unable to work for the Village due to illness or accident who is discovered to be employed whether for himself or by another, or who is otherwise acting in a manner inconsistent with the claimed physical ailment, or who is acting in a manner which demonstrated an act of fraud, misleading or misrepresentation, shall be subject to disciplinary action.

e) The Village's cost and expense by means of a physical examination, or otherwise by an accredited physician of the Village's own choosing. If a disagreement arises as to the opinion as to the employee's state of health, an impartial examination made by a physician chosen by the two physicians who have a disagreement concerning the employee's health (the expense of which examination will be borne equally by the Village and the employee), shall be determinative of this issue. Any employee who fails or refuses to obtain the requisite certificate, or who fails or refuses to cooperate in these procedures, shall be subject to disciplinary action.

In no case will an employee be entitled to more than his basic take-home pay during the period of temporary total incapacity for work.

Section 7. Termination of Leave - An employee returning from a leave shall be entitled to his or her position with accumulated seniority provided the employee is physically qualified to return to work, as determined by the Village.

Section 8. Prohibition Against Misuse of Leaves - During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the employee's Director. Violation of the provisions contained within this Agreement will subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE XIV
HOURS OF WORK/OVERTIME

Section 1. Regular Hours - The regular hours of work each day shall normally begin at 7:30 a.m., unless mutually agreed. The usual starting time shall not be earlier than seven a.m. or later than nine a.m., except as mutually agreed.

Section 2. Work Period - The work period is defined as a regularly recurring period of five (5) days. An employee will be assigned to work forty (40) hours in each work period provided they are ready and in condition to perform their work.

Section 3. Work Day - Eight (8) consecutive hours of work within a 24-hour period constitutes the regular work day, except that they may be interrupted by a unpaid lunch period as mutually agreed.

Section 5. Work Schedule - The normal schedule for all employees shall be Monday through Friday.

Section 6. Meal Periods - All employees will be granted an unpaid lunch period during the work day which may be interrupted to meet the operating needs of the department. Whenever possible, the lunch period will be scheduled near the middle of each shift. Any employee whom is denied a meal period will be paid at the appropriate rate.

Section 7. Breaks - A break may be taken near the middle of the first half and near the middle of the second half of each shift in accordance with past practice, not to exceed 15 minutes.

Section 8. Overtime

a) Employees will be paid at the rate of 1.8 (time) for all authorized overtime actually worked (including approved leave) in excess of regular hours or regular shift.
b) Employees will be paid at the rate of 1.8 (time) for all authorized overtime on Holidays. In addition to their eight (8) hours of Holiday pay.
c) An employee who has worked for sixteen (16) or more continuous hours shall upon release, be entitled to an eight (8) hour rest period before returning to work. If rest period extends into the regularly scheduled work day, the employee shall lose no time, thereby provided that he or she returns to work at the end of the eight (8) hour rest period. For the purpose of administering the overtime period and rest period, the work period shall be considered continuous unless interrupted by a continuous eight (8) hour period.
d) All scheduled overtime shall be authorized in writing by the Director.

Section 9. Call-back - An employee who is called back to work after having been released from the regular days work shall receive a minimum of two hours overtime pay per call out. On call outs less than two (2) hours prior to the employee's regular hours, when the employee then continues with regular hours of work or where the same occurs during lunch period, only actual overtime rates apply.

Section 10. Compensatory Time - Employees may elect compensatory time in lieu of overtime. Based upon the rate identified in Article XIV, Section VIII of this agreement, on an hour for hour basis. Compensatory time may be accumulated to a maximum of one hundred (100) hours in a calendar year, and eighty (80) hours may be carried forward to the following calendar year. Compensatory time may be used when scheduled and approved by the Director and/or Line Foreman.

Section 11. Pay Period - The pay period shall start on Saturday at 12:01 a.m. and conclude on Friday at 12:00 p.m.

ARTICLE XV
WAGES AND COMPENSATION

Section 1. Salaries — Effective May 1, 2010, 2011, 2012 and 2013, the employees in the bargaining unit shall receive the following wages:

	2010	2011	2012	2013
General Foreman	$38.85	$39.80	$40.80	$41.80
Line Foreman	$38.31	$39.26	$40.26	$41.26
Line Journeyman	$36.73	$37.68	$38.68	$39.68
Underground Specialist	$33.15	$34.10	$35.10	$36.10
Lineman – 4th Year Apprentice	$32.50	$33.45	$34.45	$35.45
Lineman – 3rd Year Apprentice	$30.91	$31.86	$32.86	$33.86
Lineman – 2nd Year Apprentice	$29.37	$30.32	$31.32	$32.32
Lineman – 1st year Apprentice	$28.13	$29.08	$30.08	$31.08
Groundman / Locator	$25.15	$26.10	$27.10	$28.10
Tree Trimmer	$22.31	$23.26	$24.26	$25.26
Tree Trimmer 2nd Year Apprentice	$20.18	$21.13	$22.13	$23.13
Tree Trimmer 1st Year Apprentice	$18.04	$18.99	$19.99	$20.99
Meter Reader / Helper	$21.40	$22.35	$23.35	$24.35

Section 2. Leadman— Where three (3) employees in the above classification work together a minimum of four (4) hours, the person assigned as Leadman by the General Foreman shall receive a $.50 per hour premium for actual hours worked.

Section 3. On Call —Each two week period of the Village, one (1) employee covered by this agreement will be designated as on call. The schedule of employees on call will be determined quarterly by the Line Foreman and approved by the Director. The schedule will be posted on a designated bulletin board.

a) An employee who is designated as being on call shall be available to report to the Electric Shop for work within thirty (30) minutes of being notified or paged.

b) Employee designated as being on call shall receive an additional three hundred fifty (350) dollars – 5/1/10, four hundred (400) dollars – 5/1/11, and four hundred fifty (450) – 5/1/12 of compensation for the pay period in which they are on call or 15 hours compensatory time.

c) An employee who is designated as being on call and fails to report as required in subparagraph "a" of this section shall forfeit the on call compensation designated in subparagraph "b" of this section.

d) Employees may not schedule vacation during a period when they are designated as being on call.

e) Employees who can not work due to illness or any other reason during the period of time they are designated as being on call, may make arrangements to trade on call days with other employees covered by this agreement provided such employee agrees. Such trade must be approved by the Director and/or General Foreman.

f) Should an employee not be able to work due to illness or any other reason, and an alternate person to be on call cannot be designated, the employee shall forfeit the on call compensation designated in subparagraph "b" of this section.

g) Employees classified, as Underground Specialist shall be designated as being on call with duties to be defined in a job description.

ARTICLE XVI
INSURANCE AND PENSION

Section 1. Insurance — The Employer shall provide the existing major medical insurance package currently in effect (with Blue Cross / Blue Shield) to provide for at least an 80%-20% co-pay feature as currently provided and to maintain the same or similar coverage with the same or equally qualified insurance company during the term of this agreement. The same provision shall apply for dental and vision insurance as to current or equal plans.

a) The Employer shall pay one-hundred percent (100%) of the members insurance coverage and contribute 80% toward the employee's dependent or family coverage.

b) The village shall pay the employees single medical insurance coverage provided the employee provided the employee is not eligible for coverage from other sources as per the following schedule upon retirement until said employee is eligible for Medicare Benefits. If the employee is eligible for coverage from other sources the Village will pay that amount provided it does not exceed the amount the village regularly pays for single member premium coverage. If the other premium contribution exceeds the cost of the village contribution the employee will be eligible to remain on the Village plan. To be eligible for this benefit, the employee shall be at least fifty-five (55) years of age and has been an employee of the Village of Chatham for a minimum of ten (10) years.
10 years employment – 25%, 15 years employment – 50%, 20 years employment - 100%

c) Once employee is eligible for Medicare, they may purchase a supplemental insurance from the Village paid 100% by the employee.

Section 2. Pensions — Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute. Should the IMRF be amended by the State Legislature to provide for an early retirement program, that it shall be made available to employees.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Work Rules — Work rules of each Director, or their designee, which are not in conflict with the express terms of this Agreement, will continue in full force and effect.

Section 2. Residence Requirements - All employees covered by this agreement, except Line Foreman, will live within a twenty (20) minute travel time of the Electric Shop. The Line Foreman shall maintain a legal residence within the corporate limits or a pre-annexed area of the Village, a new Line Foreman who does not meet this requirement shall be given 180 days to meet the requirement of this section. If the employee requires more time to relocate, he or she shall submit a request for an extension in time in writing to the Director stating the reason for the extension. The Director may grant or deny the request for the extension in his or her discretion.

Section 3. Secondary Employment - All full-time employees will consider the Village of Chatham their primary employer. All secondary employment will be reported to the Director and approved or disapproved.

Section 4. Travel Expense Reimbursement - Employees traveling on official Village business shall be entitled to reimbursement in the following manner:

a) Lodging - An employee shall be reimbursed for the actual cost of lodging incurred in the conduct of official Village business up to fifty ($50) dollars per night, not including tax. However, an employee shall be reimbursed the for actual lodging costs higher than fifty ($50) dollars per night when the following occur:
   1) The employee is staying in the least expensive available room in a hotel in which the conference or meeting he or she is attending is being held.
   2) The employee has received the prior written approval of the Director.
   3) The employee confirms at check-in time that the room is the least expensive available.
   4) The employee certifies to the above on his or her expense report.

b) Meal Allowance - An employee shall be reimbursed for his or her meal expenses incurred in the conduct of official Village Business at the rate of eight ($8) dollars for Breakfast and fifteen ($15) dollars for Dinner.
   1) An employee must leave the Village before 6:00 a.m. to be eligible for breakfast reimbursement.
   2) An employee must return to the Village after 7:00 p.m. to be eligible for dinner reimbursement.

c) Per Diem Allowance - Per diem allowance shall be paid for travel which includes over night lodging or is 18 or more continues hours. It is given instead of the meal allowance and is to cover the cost of meals and meal tips. Thirty dollars per diem or 50% of the basic room rate of the hotel in which you are occupying. Per diem allowance shall be determined in accordance with the following rules:
   1) Per diem shall be based on the half system for computing the allowance for days or fractions thereof. Each half shall be 12 hours commencing at midnight and noon. The traveler shall be allowed one-half of the allowance for each period of six hours or fraction thereof.
   2) Meal allowance and per diem may not be mixed on the same trip or day.
   3) Receipts need not be submitted to support the meal or per diem allowances. The shall be no advance payment for meal or per diem allowances.

d) Transportation

1) Auto - An employee using a personal vehicle in the conduct of official Village business shall be reimbursed at the current deductible rate under the regulations of the Internal Revenue Service.

2) Other - An employee traveling on official Village business and utilizing modes of transportation other than his or her personal automobile shall be reimbursed for the actual cost thereof, provided that he or she utilizes the least expensive fare for the mode of transportation chosen, and with the exception of taxi cabs, receives the prior written approval of the Director.

e) Reimbursement and Documentation - Upon completion of travel, the employee shall submit the appropriate travel papers, including a complete copy of the description of the conference or training session to the Director, along with receipts for expenses, except for per diem and meal allowances, within thirty days in order to be eligible for reimbursement.

Section 5. Tuition Reimbursement - Full-time employees are entitled to participate in the tuition reimbursement program. An eligible employee must make application for reimbursement to their Director prior to commencement of the course.

a) An employee who takes a course which is required to obtain a license or certification for the employee to perform their job responsibilities is entitled to 100% tuition reimbursement upon receiving a passing grade in any such course from a suitable institution.

b) An employee electing to take course work not required for but related to the employee's job responsibilities is eligible to partial tuition reimbursement according to the grade received by the employee from a suitable institution, as follows: A - 100%, B - 75%, C - 50%, D or F - 0%, Pass - 100%, Fail - 0%

c) The Director shall determine whether or not course work meets the criteria of subsections a) and/or b) above and whether the institution selected by the employee is suitable. The Director shall notify the employee of findings in writing prior to the employee commencing course works. Any adverse decision by a Director may be appealed to the appropriate Committee Of the Board of Trustees.

d) On completion of an approved course the employee shall submit to the Director an official Grade notice, a copy of the official fee schedule, a copy of proof of payment, and a copy of the prior written authorization. The Director shall approve reimbursement of any properly submitted application.

e) As a condition of receiving tuition reimbursement, the employee agrees that if they voluntarily terminate their employ, the employee shall reimburse the Village for educational costs paid within the previous twenty four (24) months of the date of departure, and that such sums may be withheld from the employees final paycheck.

Section 6. On-The-Job Safety - Employees are expected to conduct themselves and handle equipment in such manner as to avoid accidents. Employees are responsible for observing all safety rules and instructions communicated to them by their supervisors. Use of available safety devices is expected. All unsafe working conditions or equipment should be reported to the Director.

a) Adequate time shall be devoted bimonthly to safety training, discussions and demonstrations.
b) Equipped first-aid kits shall be maintained for each truck and at each station where employees covered by this agreement work.
c) Each station and truck where there is a crew of employees working shall be furnished a woolen blanket for first-aid purposes.
d) In no case shall employees work voltages over 15,000 with rubber gloves; a hot stick will be used. (See appendix "A")
e) Employees shall not be required to do work in severe weather conditions unless an emergency exists.
f) First and second year apprentice lineman shall not work on live lines or equipment over 440 volts. Third and fourth year apprentice lineman may work on energized primary lines or equipment carrying over 440 volts provide they are assisting a Journeyman in performing such work.
g) Apprentices must work with and under the supervision of a foreman or a journeyman.

Section 7. Political Activity - While working for the Village, employees may not use their position of influence for the purpose of interfering with an election or affecting the results thereof.
Any violation of the above may be deemed detrimental to the public service and a just cause for suspension or dismissal. Any employee who chooses to run for a Chatham Municipal Office may do so. Employees elected to a Chatham Municipal Office must resign from employment with the Village.
The following rights are specifically guaranteed for all municipal employees:

a) The right to vote.
b) The right to make voluntary contributions political party funds.
c) The right to express privately a personal view on political subjects.

Section 8. Personal Use of Village Property - No employee shall use any Village property for personal gain. Such use is expressly prohibited.

Section 9. Dress Code - Employees shall wear attire appropriate to his/her job function. Every employee shall report to work in a clean uniform in good repair. Uniforms for all employees shall match in color and design to be determined by the Director. Meter Readers may wear uniform shorts only when their job assignment for the day is reading meters.

a) Employees shall receive $550.00 per calendar year for uniform replacement.
b) The Village shall provide five (5) summer uniform tops and five (5) winter uniform tops for each newly hired full-time employee. The newly hired employee shall be eligible for uniform replacement allowance after completion of one year of service.
c) The Village shall provide ample rubber boots, raincoats, rain hats, hoods, blankets, individual rubber gloves, lineman's gloves and other safety clothing items such as safety glasses, to adequately protect the health and safety of employees in the discharge of their duties. Employees covered hereby shall promptly report to their supervisor any defects in safety or other equipment.

Section 10. Personnel Files - The Village agrees to abide by the Personnel Records Review Act, 820ILGS40, as it may from time to time be amended.

Section 11. Tools and Equipment - All tools and equipment required by employees will be furnished by the Village, and be the property of the Village. The Village 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. Employees under this Agreement will use and make every effort to preserve the equipment provided for their safety and failure to use equipment so provided shall be grounds for discharge.

Section 12. Physical Examination - Prior to and during employment, any and all employees shall be subject to a physical examination at the request of the Village, with the expense of such examination to be borne by the Village and doctors to be designated by the Village. If the employee is unable to at any given time qualify physically to carry out his designated duties according to this Agreement without endangering his health or the health of his fellow employees, said employee will be subject to transfer or dismissal. This will be subject to the grievance procedure and arbitration as prescribed in Article IX of this Agreement.

ARTICLE XVIII
EMPLOYEE DRUG TESTING

Section 1. Statement of Policy of the Village of Chatham - It is the policy of the Village of Chatham that the public has the reasonable right to expect persons employed by the Village of Chatham to be free from the effects of drugs and alcohol. The Village of Chatham, as the employer, has the right

to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 2. Prohibitions - Employees shall be prohibited from:

(a) Consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all public buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business;

(b) Illegally selling, purchasing or delivering any illegal drug during the work day or on the employer's premises;

(c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 3. Drug and Alcohol Testing Permitted - Where the Director, or his/her designee, has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day or when the employee is involved in an accident or injury during his work shift, the Director, or his/her designee, shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Village will follow the Federal Department of Transportation drug testing regulations as amended from time to time and as outlined in 49 Code of Federal Regulations for all IBEW employees. The foregoing shall not limit the right of the Village of Chatham to conduct such tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

Section 4. Order to Submit to Testing - At the time an employee is ordered to submit to testing authorized by this Agreement, the Director, or his/her designee, shall provide the employee with a written notice of the order to test. The employee shall be permitted to consult with a representative of the bargaining unit at the time the order is given, provided that said consultation shall not prevent the test for alcohol within thirty minutes of delivery of the order. Refusal to submit to such testing with the time limit may subject the employee to discipline, including discharge.

Section 5. Tests to be Conducted - In conducting the testing authorized by this Agreement, the Village of Chatham shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) Insure that the laboratory or facility selected conforms to all NIDA standards;

(c) Establish a chain of custody procedure for both collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

(e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;

(f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample be gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village of Chatham within seventy-two (72) hours of receiving the results of the tests;

(h) Require that the laboratory or hospital facility report to the Village of Chatham that a blood or urine sample is positive only if both the initial screening and confirmation test are positive or a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village of Chatham inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee' s interests;

(i) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the Village of Chatham from attempting to show that tests results between .05 and .08 demonstrate that the employee was under the influence, but the Village shall bear the burden of proof in such cases);

(j) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.

ARTICLE XIX
COMMERCIAL DRIVING LICENSES

All employees whose job responsibilities may require the ownership of a Commercial Driver's License (CDL) under the laws of the State of Illinois shall be required to have and maintain a valid CDL and the Employer shall pay the differential cost.

ARTICLE XX
RESPONSIBILITY OF THE UNION

Local No. 51 of the International Brotherhood of Electrical Workers pledge themselves to promote the mutual interest of the parties to this Agreement and to continue present amicable relations between the Village and employees, members of the Local Union, to observe the Village's rules and regulations, insofar as they do not conflict with the terms and provisions of this Agreement, and discipline such of its members who may violate such rules and regulations, to advertise standing of the Village throughout the usual channels as a Union concern, and to use the organization's good offices in behalf of the Village in every honorable manner.

ARTICLE XXI
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement will remain in full force and effect. In such event, upon the request of either party, the parties will meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXII
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations, which preceded this, Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This contact contains the rights pertaining to conditions of employment affecting the employees of the bargaining unit. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

1) If a crew assigned to a job is of the opinion the assignment cannot be done without unusual hazard, they will state their objections at the earliest possible time to the Director.
2) The Director, upon being so notified, may elect to:
   a) Discuss the assignment with the crew to determine their objections and offer alternate procedure and/or techniques for performing the assignment safely;
   b) Provide an additional employee;
   c) Alter the assignment;
   d) Make an alternate assignment.
3) Any dispute not resolved by the Director and members of the crew shall be referred to the Union Office and the Village President immediately.
4) In an effort to resolve the current dispute, and to establish procedures for any job essentially of the same nature in the future, the Village and the Union shall each appoint three individuals to a Joint Union-Management Committee to investigate and resolve any dispute referred to the Committee. The Committee members shall be individuals knowledgeable or experienced in overhead construction work. The Union members of the committee shall include the Business Manager or his designated representative, the Line Foreman, and a Bargaining Unit member from the crew where the dispute originated. The Village's Committee will be composed of the Director or his designated representative, the supervisory employee familiar with the disputed assignment, and the Village President.
5) The above described committee shall meet within five working days of the date on which the dispute arises unless it is mutually agreed to delay the meeting beyond five working days. The Committee may convene at the job site or other location as may be appropriate. If the Committee issues a majority decision with regard to the appropriate procedure for completing the job assignment, the Committee decision shall be binding on the dispute at hand and any assignment of essentially the same nature that may be disputed in the future. This binding decision shall remain in effect until modified by mutual agreement.
6) If the Committee does not reach a majority recommendation, the current job, and jobs of essentially the same nature will be performed by utilizing alternate procedures.
7) If this decision is not acceptable to either party, the job or jobs under dispute will be referred to an expedited arbitration procedure as described in the following:
   a) The parties will mutually select an arbitrator and secure this agreement to serve in that capacity for a at least one year. This will be accomplished prior to the date of this Agreement.
   b) The arbitrator must be knowledgeable about line construction work.

APPENDIX A

GLOVING AGREEMENT

SAFETY EQUIPMENT

When crews are assigned to glove voltages above 5,000 but less than 15,000, there shall always be two levels of protection as follows:

1) Approved basket trucks, including pin-on baskets, with upper and lower controls, insulated buckets and booms certified as having passed the necessary testing requirements, and
2) Class 2 rubber gloves which must be worn, and sleeves for use as they may be necessary based on the complexity of the assignment and at the option of the crew.

The two levels of protection shall always be present and in excess of any cover-up protective equipment. If the two levels of safety protection as described above cannot be maintained, alternate procedures for completing the job assignment will be utilized and the employees will not be required to glove primary voltages above 5,000. All protective equipment, including gloves and sleeves, shall be equal to or exceed the requirements set out by OSHA, ANSI, or ASTM standards.

Each worker shall individually be assigned personal rubber gloves and sleeves, cleaned and tested both electrically and mechanically, and certified for work on energized conductors and/or equipment at the appropriate voltage. Rubber gloves and sleeves must be tested at the request of the worker but, in any event, not less than once every 90 days.

In addition to the laboratory tests, each worker shall make a daily inspection of his personal protective equipment at the beginning of each work period. This personal inspection shall include a visual and feel test of leather protectors, and a visual and an air test of rubber gloves. Additional tests to personal protective equipment shall be made throughout the day for additional gloving assignments.

All rubber protective equipment shall always be carried in such a way that it will not come in contact with tools or other equipment.

INITIAL TRAINING FOR JOURNEYMAN AND APPRENTICES AS OF THE DATE IF THIS AGREEMENT

All distribution employees classified as Lineman shall receive two days mock energized training, followed by two days of training including energized training in the procedures for gloving voltages above 5,000 but less than 15,000. The "hands on" portion of the training shall be conducted by an instructor designated by the Village who has experience as a Journeyman working primary voltages with rubber gloves.

Training shall include working on energized conductors and equipment using procedures for covering so as to provide the maximum isolation and insulation from any grounded equipment of potential grounds, understanding that wood poles, cross arms and structural material shall be considered ground potential. "Hands-on" training groups shall be limited to not more than six trainees for each instructor.

AERIAL BASKET TRUCK TESTS

Only approved and certified basket trucks with upper and lower controls equipped with insulated buckets and booms, that have satisfactorily passed the testing requirements as set forth below, and displaying the dated verification decal, will be considered appropriate for use by workers gloving voltages above 5,000, but not to exceed 15,000 volts.

1) Each certified aerial basket truck shall be equipped with a daily check list of procedures to be followed by the crew members.
2) Daily Checks shall include visual inspection of aerial basket trucks by the crew members assigned to the equipment prior to the equipment being used.
3) The visual and mechanical tests made by crew members to insure the truck's operating integrity for the day's work shall include visual tests to determine:
   a) Oil leaks
   b) Cleanliness if the fiberglass booms. If the insulated section of the boom is not clean, it will be wiped with a dry cloth or washed with a mild detergent of appropriate cleaning solution in accordance with the manufacturer's recommendations, by the crew assigned to the truck or the automotive mechanic who may be inspecting or working on the boom.
   c) Cuts, breaks and abrasions to the boom.
   d) Cleanliness of the basket liner, including cuts, breaks, and abrasions.
4) The Existing quarterly and monthly check list inspections shall be continued on aerial basket trucks and pin-on basket trucks respectively. The monthly check list for pin-ons shall include inspection of the mechanism by which the basket is attached to the boom. Only appropriate garage employees shall conduct these inspections. In the case of contract garages, this inspection shall be by properly trained personnel. All such maintenance personnel shall be informed of the gloving practices and of the vital importance of good maintenance work in the equipment so as to insure the safety of individuals using the equipment. Any complaint or question regarding the competency of individual garage personnel shall be investigated and corrected promptly.
5) Tests on aerial basket trucks must meet or exceed OSHA and ANSI recommendations. Dialectic tests will be made on all units and basket levers every six months.

The inspections and tests described in the above paragraph, including the daily checks by crew members, shall be considered mandatory. Any malfunction or defects of the equipment discovered as a result of these inspections or tests, and malfunctions or defects found during normal or routine repair work, shall be reported in written form to the appropriate supervisor and crew assigned to that truck prior to the equipment being utilized for use as an aerial basket truck.

5 KV TO 15KV GLOVING
GENERAL

1) Crews gloving voltage above 5,000 but less than 15,000 shall include but not be limited to:
   a) A crew leader and two Journeyman
   b) A crew leader, one Journeyman and an Apprentice who has completed the 5 – 15 KV gloving training. Such training will be given to represented apprentices 90 days after the beginning of the third stage.
2) Equipment or material shall not be passed between a pole or structure, and an aerial lift while the employee working from the basket is in reaching distance of energized conductors or equipment not covered with insulated protective equipment.
3) All load taps, including lightning arresters and transformer taps, and load break switching involving voltages above 5,000 shall be performed while using live line tools

4) Before a crew begins an assignment involving gloving voltages above 5,000 and below 15,000, weather conditions for the day will be given prime consideration. Gloving voltages above 5,000 but less than 15,000, shall not be permitted on days when the weather us inclement or foggy conditions exist. If any of these or other adverse conditions develop after work has begun, the job shall be made safe and work discontinued or performed by alternate means until weather conditions improve.
5) Gloving assignments in other than daylight hours shall be limited to basket trucks only when, in the opinion of the crew performing the work, sufficient lighting is available.
6) When an assignment involving four crew members is for less than two hours, a supervisor need not be present. This provision shall be limited to 5 KV gloving assignments.
7) While gloving voltages in excess of 5,000 but less than 15,000, only insulated blocks, hoists and hand-lines will be used. All ropes shall be of synthetic material, with good dielectric properties.
8) Jewelry, including watches, necklaces and neck chains shall not be worn while performing gloving work. Wedding rings, if worn shall be taped.
9) Only power tools having approved insulated hoses operating from the truck tool systems or other approved power source shall be used in any aerial basket while gloving voltages above 5,000. All electrically operated hand tools will be lowered to the ground prior to any gloving work commencing on voltages above 600 volts, including the installation and removal of protective equipment.
10) Conductors and equipment shall be considered energized unless they have been visually de-energized and effectively grounded.
11) Employees shall not work on any energized conductor until all conductors within reach, or which may become within reach, are first covered with protective equipment. This includes all grounded conductors, grounded surfaces and any conductors below such as neutral, secondary, devices, down guys, pole surfaces or cross arms, which the aerial basket, boom or worker may contact. All covering and uncovering shall be performed from a point below or at the same level of the conductors. Conductors shall be covered as the worker moves into the work area and uncovered as the worker moves away from the work area when the work is completed. When utilizing a basket truck, the worker shall not position himself over any unprotected energized conductor.
12) Aerial basket truck equipment with pole grabbers that cannot be disengaged from the insulated section of the boom shall not be considered as an insulated basket truck for the purpose of gloving voltages above 5,000 but less than 15,000.
13) If a pin-on basket is used, the winch line shall be removed from the insulated portion of the boom.
14) Basket trucks shall have at least 36 inches of the insulated boom extended during any gloving process.
15) On complex jobs involving constricted working space, and at the request of the crew, the circuit protection equipment will be in place on hazard during the period when work is being performed to avoid the circuit becoming re-energized in the event of a fault to the circuit. Whenever possible however, a portion of a circuit may be placed in a non-re-close mode by placing a re-closer in the manual position. In such cases, it will not be necessary to place the circuit on hazard.

SAFETY DISPUTES RESOLUTION PROCEDURE

It is understood and agreed that this procedure will be used solely for the purpose of resolving disputes that arise when crew members have a reasonable and good faith belief that they will be placed in a position of unusual danger beyond the normal hazards of line work by carrying out a work assignment in the manner directed by management. Questions or disagreements as to the interpretation of gloving shall be resolved through the normal grievance procedure, unless the disagreement relates specifically to a safety matter as described above.

ARTICLE XXIII
DURATION AND SIGNATURE

Section 1. Term of Agreement — This Agreement shall be effective from May 1, 2010 and shall remain in full force and effect through April 30, 2014 and from year to year thereafter until terminated at the end of any year by either party 60 days prior to the termination date giving the other party written notice of intention to terminate. The notices referred to will be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice will be the written date of receipt.

Section 2. Contract Termination — Before terminating the same, such party will endeavor to procure agreement of the other party to any desired changes therein. Changes mutually agreed to may be made at any time, but in order to be effective all changes must be approved in writing by the parties hereto, making express reference to this agreement and the particular term hereof modified or altered.

Section 2. Contract Negotiation Procedure — Notice tendered by either party shall designate the names of a committee authorized to negotiate an agreement on the items submitted. Upon receipt of such notice, the party notified shall likewise submit a list of the names of a committee designated to negotiate and consummate an agreement on their behalf. The joint committee so appointed by the parties shall meet in negotiations at the earliest date possible after notice is served and make every effort to present an agreement to the governing authority of each party on or before the anniversary date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 5th day of March, 2010.

FOR THE EMPLOYER

Thomas S. Gray, President

Del McCord, Director

FOR THE UNION:

Jim Bates, Business Manager, Local No. 51
International Brotherhood of
Electrical Workers