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AGREEMENT

BETWEEN

VILLAGE OF CHATHAM,

A MUNICIPAL CORPORATION

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS' LOCAL 965, AFL-CIO

FOR
THE BARGAINING UNIT
AS CERTIFIED IN SLRB S-RC-00-16

EFFECTIVE MAY 1, 2009, THROUGH APRIL 30, 2012

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Preamble

The Village of Chatham, an Illinois municipal corporation, hereinafter referred to as the "Employer" and the International Union of Operating Engineers, Local 965, 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.

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 under SLRB No. S-RC-00-16. Except as indicated below, all full-time and temporary full-time employees of the Village of Chatham, employed in the Administrative Department, Street Department, Water and Sewer Department, Parks Department, Maintenance Department and Police Department are covered by this Agreement. Guards, supervisors, confidential employees, police officers and firefighters and others not identified above are excluded from coverage under this Agreement.

Section 2. Short-Term/Part-Time Employees - The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice so long as they do not cause layoffs, reduction of regularly scheduled hours or overtime opportunities of full-time employees. Full-time employees shall be those employees who are expected to be scheduled to work forty (40) hours per workweek for twelve months. Temporary Full-Time employees are expected to be scheduled forty (40) hours per workweek for a period of more than six (6) months, but less than twelve (12) months. Permanent Part-Time employees are those employees who are expected to be scheduled less than an average of twenty-four (24) hours per workweek for twelve (12) months. Short-term employees are those employees who work no more than two (2) consecutive quarters in a calendar year.

Section 3. Individual Agreements - There shall be no individual agreements between the Employer and the bargaining unit employees that conflict with or supersede this Agreement.

Section 4. New Position Classification - If a new position or classification is agreed to by the parties, the parties shall negotiate the proper pay, the appropriate unit and the proper classification. If no agreement is reached within thirty (30) calendar days from the date the position or classification was established, the Union may appeal the matter to the arbitration step in the grievance procedure.

ARTICLE II
MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Departments 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 Departments; and
b) To establish reasonable work rules and schedules of work; Not in Effect
c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Departments;
d) To suspend, discharge and take other disciplinary action against employees;
e) To lay off employees;
f) To maintain efficiency of Departments' operations;
g) To introduce new or improved methods or facilities;
h) To change existing methods or facilities;
i) To determine the kinds and amounts of services to be performed as pertains to Departments' operations; and the number and kind of employee and classifications to perform such services;
j) To contract out for goods or services;
k) To determine the methods, means and personnel by which Departments' operations are to be conducted;
l) To take whatever action is necessary to carry out the functions of the Departments 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.

Section 2. Notice and Discussion - Absent an emergency situation, prior to the Employer subcontracting bargaining unit work, when such subcontracting results in loss of work of bargaining unit employees, the 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.

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, ninety (90) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, 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 IUOE Local 965 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 Union shall appoint Union stewards as necessary to assist in the compliance of the contract. In the event of dispute, the stewards 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.

Section 8. Notification - The Union shall be given a fourteen (14) day notice prior to any new hire of the Village and/or any benefit change or offer to the employees. ← Not in Elect. Cont.

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. Failure to cross a picket line by whomever established, is subject to the penalties of Section 3, if refusal to cross such picket line interferes with the full, faithful and proper performance of the employee's job duties.
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.

Section 3. Discipline of Strikers - Any employee who violates the provisions of Section 1 of this Article will be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above will not be considered as a violation of this Agreement and will not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action will be subject to the grievance and arbitration procedure.

↑ Not in Elect.

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, marital 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 and each Department covered by this Agreement from the date of last hire.

Section 2. Probation Period – An employee is a "probationary employee" for their 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 the probationary period, they will acquire seniority from their date of hire.

Section 3. Seniority List – Lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Except for lead persons, seniority shall be by department and 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 he:

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; or
e) is absent for three (3) 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 XIII, 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.

Section 6. Seniority For Filling Position(s) - For at least five (5) calendar days, the Employer shall post notice of any vacancy to all other bargaining unit employees. The Employer also may take steps to recruit or advertise the vacancy outside the specific office as deemed appropriate. An employee covered by this Agreement desiring to bid on the posted vacancy shall submit their name and any other materials in support of their bid by the date indicated on the posted notice to be eligible for consideration. Employees within the specified Department shall be given first consideration. Where qualifications to perform the required work, as determined by the Employer, are relatively equal among the employees concerned, the Employer shall fill the vacancy by selecting the employee with the greater seniority. Any employee removed from a position for inability to perform the work during a sixty (60) day working period of job evaluation shall be entitled to return to the last position held by the employee within the bargaining unit. An outside applicant will not be hired unless no current employee(s) who is qualified for the position(s) has applied.

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 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.
h) Incompetence in the performance of assigned duties or inattention to duties.
i) Insubordination by disobedience to any order or directive or disrespect toward a director or officer of the Village.
j) Misuse or abuse of Village working time, equipment, or supplies for personal gain
k) Excessive absenteeism or tardiness, including leaving work early and overstaying break or lunch periods.
l) 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.
m) Failure to pay promptly any indebtedness owed to the Village.
n) Habitual discourtesy or disrespect to the public or to fellow employees.
o) Theft, destruction, loss or unauthorized use of Village property, equipment and materials, either willfully or through unnecessary carelessness.
p) Unauthorized dissemination of information protected from disclosure under the Illinois Freedom of Information Act.
q) 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.
r) The doing of any act which brings disrepute upon the Village or the Village Board.
s) Matters not covered above but of similar severity.

Section 2. Discipline and Timing – The Employer agrees that disciplinary action only shall be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after 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 a 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 shall include 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 or alcohol or other substances that may impair an employee's ability to perform all of the duties required.

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 advised of such at any and all disciplinary actions by the Employer or their designee.

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) 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 Meetings - 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's written decision or the expiration of the 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 seven (7) 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 - Full-time employees and Temporary Full-time employees, if they are employed, of the Village of Chatham 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 Friday shall observe a holiday which falls on a Saturday the previous Friday, and a holiday which falls on a Sunday the following Monday. Employees whose normal workweek is other than Monday through Friday shall observe the holiday on the day it occurs. 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) Holiday For Those Who Work On A Scheduled Basis - Those employees who work on a holiday shall be paid time straight time for all hours actually worked in addition to their holiday pay.

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

ARTICLE XI
VACATIONS

Section 1. Vacation Pay - Full-time employees, and temporary full-time employees while they are employed, will be awarded annual vacation periods with full pay, and vacation shall be taken in a minimum of four (4) hour increments, on the following basis:

From the date of hire, eighty (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 five (5) years of continuous service until the completion of ten (10) years of continuous service, one hundred twenty (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 ten (10) continuous years of service until the completion of fifteen (15) years of continuous service, one hundred sixty (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 sixteen (16) continuous years of service until the completion of seventeen (17) years of continuous service, one hundred sixty-eight (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 seventeen (17) continuous years of service until the completion of eighteen (18) years of continuous service, one hundred seventy-six (176) hours a year per the following schedule:

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

From the completion of eighteen (18) continuous years of service until the completion of nineteen (19) years of continuous service, one hundred eighty-four (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 nineteen (19) continuous years of service until the completion of twenty (20) years of continuous service, one hundred ninety-two (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 twenty (20) 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 twenty-four (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 least one (1) week prior to the vacation requested. The vacation period of employees will be approved by the Director subject to the needs of the Village.

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.

ARTICLE XII
SICK LEAVE

Section 1. Sick Leave – Full-time employees and Temporary Full-time employees 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 ninety (90) days of employment. S/b 120 days

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 (1/2) of the employee" then current straight-time rate of pay.

b) The Personnel Office will maintain a record of sick days used during the calendar year.

c) 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.

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 or their designee within one (1) hour after the start time of the affected shift. 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, or their designee and shall be taken in not less than one (1) hour increments.

c) Upon the prior approval of the employee's Director, 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) Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. The Director, or their designee, may also require the employee to be examined by a physician of the Director's, or their designee's, choice and at the expense of the Employer.

f) Notice of an employee's desire to return to work after an extended illness must be given to the Director, or their designee, no less than twenty-four (24) hours in advance.

g) 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.

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

i) 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 recommend and the Employer may grant leaves of absence, without pay or salary, to full-time employees under their supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his/her spouse, or his/her child or children, or childbirth).

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 - Any full-time employee of the Village of Chatham will receive 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, niece, nephew, aunt, uncle and equivalent relatives of an existing spouse. In the event that an employee has pallbearer duties, the employee shall be granted four (4) hours the day of the funeral off with no loss of pay.

Section 3. Jury Duty - Employees called for jury duty will be granted their regular compensation for the length of their jury duty, minus the amount of any payment received for jury duty. The employee will keep mileage reimbursement.

Section 4. Personal Leave - Full-time employees shall receive forty-eight (48) hours of Personal Leave. The hours may be used in two (2) hour increments at the employee's discretion, with the approval of the Director. Approval shall not be unreasonably withheld. Requests shall be filed with the Director 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. 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 will be consecutive except that they may be interrupted by a forty-five (45) minute unpaid lunch period. All departments and employees, except dispatch employees, shall work the same or uniform schedule, 7:30 a.m. to 4:15 p.m. Dispatch employees' regular hours shall be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m., or 12:00 a.m. to 8:00 a.m. as scheduled by the Chief of Police, or his designee. The work shift of dispatch may be altered by the Chief of Police. All others covered by this Agreement may alter the start time of the shift by thirty (30) minutes in either direction with approval of the Director and a consensus of the Department employees.

Section 2. Work Period - The work period is defined as a regularly recurring period of seven (7) days.

Section 3. Work Day - Eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day.

Section 4. Work Shift - All full-time employees will be scheduled to work on a regular work shift in each seven (7) day work period. An employee may be assigned to work up to forty (40) hours in each work period as their regular shift. Nothing herein will guarantee a forty (40) hour workweek to any employee.

Section 5. Work Schedule - The normal work schedule for all employees, except dispatch, shall be Monday through Friday. Dispatch employees shall be scheduled Monday through Sunday. The work schedules showing the employee's normal shifts, work days, and hours will be posted on department bulletin boards at all times, fourteen (14) days prior to beginning of schedule.

Section 6. Meal Periods - All employees, except dispatch employees who receive a thirty (30) minute paid meal period, will be granted an unpaid lunch period of forty-five (45) minutes during each shift 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 working their regular shift 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 fifteen (15) minutes.

Section 8. Overtime - Employees will be paid at the rate of time and one-half for all authorized overtime actually worked (including approved leave) beyond forty (40) hours in each seven (7) day work period. Employees will be paid at the rate of double time and one-half (2 ½) for all authorized overtime actually worked on Sunday and Holidays. If a dispatcher is called to work on their second day off in a week, they shall be paid double time and one-half (2 ½) for that work performed.

Section 9. Overtime/Rest Period - 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 the 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.

Section 10. Call Back - An employee that is called back to work after having been released from the regular day's work shall receive a minimum of two (2) hours pay at the appropriate rate. The Lead Worker of the affected department will be the first employee called in after normal work hours for problems or emergencies.

Section 11. 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 eighty (80) hours in a calendar year, and forty (40) hours may be carried forward to the following calendar year. Compensatory time may be used when scheduled and approved by the Director one (1) week in advance, except in an emergency.

Section 12. Overtime Procedure - Overtime shall be distributed to those employees who regularly perform the work required in the following order

1. Lead Worker
2. Department by duty function
3. Other qualified employees in seniority order

ARTICLE XV
WAGES AND COMPENSATION

Section 1. Salaries - Effective May 1, 2009, 2010, and 2011, the employees in the bargaining unit shall receive the following wages:

	5/1/09	5/1/10	5/1/11
WATER & SEWER DEPARTMENT			
Lead: J. Gragg	26.03	26.63	27.23
Maintainer Barhoover, Bickhaus B. Branham,	19.32	19.92	20.52
STREET DEPARTMENT			
Lead Dees,	26.03	26.63	27.23
Maintainer Carter, Franke, Hunt Patterson	19.32	19.92	20.52
Mechanic Gorsage,	23.88	24.48	25.08
OFFICE			
Lead: McLaughlin	23.32	23.92	24.52
CADD/GIS Technician: Hansen	18.87	19.47	20.07
Senior Accounting Technician: O'Keefe	~~16.84~~ 17.84	~~17.44~~ 18.44	~~18.04~~ 19.04
Utility Clerk: Howard	15.26	15.86	16.46
Accounts Receivable Clerk:	15.26	15.86	16.46
GROUNDS			
Lead Erickson	23.32	23.92	24.52
Maintainer Crawford, Isenhour	19.32	19.92	20.52
Temporary-Fulltime	11.27	11.87	12.47
DISPATCHER Bramley, Clarke J. Gorsage, Heim, Law Silkwood	15.37	15.97	16.57

Section 2. Shift Differential – Employees covered by this Agreement who are scheduled and work the second shift shall receive an additional thirty-five ($.35) cents per hour, employees who are scheduled and work the third shift shall receive an additional forty-five ($.45) cents per hour.

Section 3. Starting Wages – Directly below is the starting wage scale/schedule for all employees that is based on a three (3) year progression.

0 to completion of 12 months – 80%
13 to completion of 24 months – 87.5%
25 to completion of 36 months – 95%
Beginning of 37 months – 100%

The starting salary clause will not apply to current or future Dispatchers for the life of this contract.

Section 4: Longevity – After completion of five (5) years of full-time service to the Village and after the completion of every five (5) continuous years thereafter, an employee shall receive an additional ten cents ($0.10) per hour, which shall be added to the employees' hourly base pay. The additional ten cents ($0.10) per hour shall be added to the employees' hourly rate on their anniversary date of hire with the Village. The provisions of this Section shall only apply beginning with the effective date of this contract.

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. The Employer shall pay one hundred percent (100%) of the employees' insurance coverage and contribute eighty percent (80%) toward the employees' dependent or family coverage for all full-time employees and temporary full-time employees in months they are working.

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.

Section 3. Retiree Insurance. - The employer shall pay the employees single medical insurance coverage provided the employee is not eligible 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 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 of employment with the Village 25% of single medical coverage premium.
15 years of employment with the Village 50% of single medical coverage premium.
20 years of employment with the Village 100% of single medical coverage premium.

The Village shall provide supplemental insurance to Medicare for all retirees through the Village plan. This insurance shall be paid one hundred percent (100%) by the employee.

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 of the Village of Chatham will live within the district limits of the Ball-Chatham School District or within a seven (7) mile radius of the intersection of Walnut and Main Streets in the Village of Chatham, Illinois, whichever is greater. Employees of the Village who are presently living outside the district limits of the Ball-Chatham School District may continue to live at their present address as exempt from this rule but if they should change residence, they will move within the limits above described.

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 Department 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 for the 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) 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 overnight lodging or is eighteen (18) or more continuous hours. It is given instead of the meal allowance and is to cover the cost of meals and meal tips. Thirty Dollars ($30.00) per diem or 50% or 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 twelve (12) hours commencing at Midnight and Noon. The traveler shall be allowed one-half of the allowance for each period of six (6) 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. There 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 his 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 employment, 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 employee's 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.

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 to 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 use or 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. Effective June 1, 2009 uniforms for all employees shall match in color and design to be determined by the Directors.

a) All full-time employees shall receive $550.00, or the appropriate share thereof, per calendar year for uniform replacement, except for the mechanic who shall receive $650.00 per calendar year for uniform replacement. However, employees may request payment to be added to their payroll check for up to $200.00 of the maximum allotment.
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 (1) year of service.

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. Mechanics' Tools. Tools which are lost or damaged due to theft or fire will be replaced or repaired by the Employer without cost to the employee, provided such loss was not due to the mechanics' negligence. Mechanics shall make every effort to purchase tools with a warranty. However, if the damage or destruction is not covered by the warranty, the Employer shall replace or repair the tool. The Employer shall purchase any specialty tools. The mechanics will maintain and submit to the Director a detailed and complete list of all personal tools at all times.

Section 12. Safety Equipment - The Employer shall provide necessary protective equipment/clothing to the employees. These items shall include raincoats, rubber boots and safety glasses. The Employer understands that because of the nature of certain duties, certain protective equipment/clothing may need to be replaced on an "as needed" basis. Safety lenses shall be replaced on an "as needed" basis up to a maximum of one hundred dollars ($100.00) per year. In instances where items are misused or found being used for other than work purposes, replacement may be denied.

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 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 (30) minutes of delivery of the order. Refusal to submit to such testing within 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 by 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 for 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 show 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
ADDITIONAL DEFINITIONS

Lead person shall be that person appointed by the President who reports to the Department's Director regarding work assignments, projects, duties and related matters on a daily or weekly basis. At the present time the Village of Chatham has the following lead positions:

Public Property (1),
Streets & Public Improvements (1),
Clerical (1),
Water and Sewer (1)

Nothing herein requires the Village to maintain or limit the number of such positions nor prevents the elimination, merger or consolidation of such positions when the Village determines in its managerial capacity that such action is in the best interest of the Village.

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 Agreement contains all 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.

ARTICLE XXIII
DURATION AND SIGNATURE

Section 1. Term of Agreement - This Agreement shall be effective from May 1, 2009, and shall remain in full force and effect until April 30, 2012, and shall terminate on said date. Negotiations for a successor agreement shall commence within a reasonable time after January 1, 2012, upon written notice or request from either party to the other. 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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 2009.

FOR THE EMPLOYER:

_____
President

_____
Village Clerk

FOR THE UNION:

Dennis R Minick
President

Myron G. Bonkamp
Recording-Corres. Secretary

Michael D. Jahn
Business Manager
International Union of Operating Engineers, Local 965

LETTER OF UNDERSTANDING
between
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 965
and
VILLAGE OF CHATHAM
A MUNICIPAL CORPORATION

If a collective bargaining agreement is settled by the Village or cost of living raises for existing employees, other than Police, that contains a negotiated increase to the average hourly wage rate greater than 3.37% in year 2010 and 3.26% in year 2011, the International Union of Operating Engineers will receive an adjustment to the hourly wage rate in Article XV, Section 1 that reflects that percentage.

Any disputes arising out of this Section shall be processed in accordance with the provisions of Article IX, Grievance Procedure of the Agreement.

FOR THE VILLAGE:

_____

Date: _____

FOR THE UNION:

Michael D. Zahn

Date: 8-4-09