

VILLAGE OF CHATHAM, ILLINOIS

ORDINANCE NO. 95-30

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT
BETWEEN THE VILLAGE OF CHATHAM ELECTRIC DEPARTMENT
AND IBEW LOCAL 51

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF CHATHAM, ILLINOIS
THIS 9TH DAY OF MAY, 1995

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, this 9th day of May, 1995.

ORDINANCE NO. 95-


AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT
BETWEEN THE VILLAGE OF CHATHAM ELECTRIC DEPARTMENT
AND IBEW LOCAL 51

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:

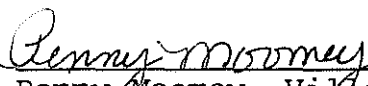
SECTION 1: The Village of Chatham is hereby authorized to enter
into a contract with the International Brotherhood of Electrical
Workers as set forth in such contract attached hereto as exhibit A.

SECTION 2: The Village Administrator is hereby authorized and
directed to execute the contract on behalf of the Village.

SECTION 3: This Ordinance shall be effective May 1, 1995.


Linda L. Koester, President
Village of Chatham

ATTEST:


Penny Moomey, Village Clerk

Ayes: 5
Nays: 0
Absent: 0
Passed: So Sured.
Approved: 5-9-95

EXHIBIT A

LABOR AGREEMENT BETWEEN THE VILLAGE OF CHATHAM ELECTRIC DEPARTMENT AND LOCAL UNION NO. 51 IBEW

INTRODUCTION

The parties to this Agreement agree that the services to be performed by the employees covered by this Agreement pertain to and are essential to the proper operation of the public utility and to the health, safety and welfare of the public. This Agreement dated May 1, 1995 made by and between the VILLAGE OF CHATHAM and executed by the Village Administrator (herein referred to as "Administrator") upon authorization by the President and Board of Trustees of the Village of Chatham (herein referred to as "Village") and LOCAL UNION NO. 51 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (hereinafter referred to as the "Brotherhood"), WITNESSETH:

It is mutually agreed by and between the parties hereto as follows:

ARTICLE I

TERM AND MODIFICATION PROCEDURE

1.01 Contract Term

This Agreement shall commence on the 1st day of May 1995 and shall remain in effect until April 30, 1998 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.

1.02 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.

1.03 Negotiation Procedure

Notice tendered by either of the parties 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 made every effort to present an agreement to the governing authority of each party on or before the anniversary date.

ARTICLE II

BROTHERHOOD JURISDICTION

2.01 Contract Jurisdiction

- (a) This Agreement shall have effect in the territory served by the Village of Chatham Electric Department and shall cover all work done in the aforementioned areas only by employees in the Electrical Department as herein set forth.
- (b) This Agreement shall not apply to supervisory, professional, sales, clerical, office employees and laborers.
- (c) When adding to the present forces, Village may employ not more than one apprentice to three journeymen in the Electric Department.
- (d) If Village should contract any of the work covered by this Agreement, Village will endeavor to employ a contractor who employs labor under conditions acceptable to the Brotherhood.
- (e) 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.

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ARTICLE III
CONDITIONS OF EMPLOYMENT

3.01 Employee Union Status

- (a) It is mutually agreed that membership in good standing in the Brotherhood shall be a condition of employment under this Agreement and that new employees shall become members of the union before the thirty-first (31st) day of employment
- (b) Village further agrees that when additional employees are required, it will notify the Brotherhood so that it shall have an opportunity to supply candidates for such employment from its members; but Village may employ any person qualified in its judgement whether or not such person is a candidate furnished by the Brotherhood.
- (c) All department heads of the Village shall maintain bonafide residences within the corporate limits of the Village. A new department head who is not a resident of the Village shall be given 180 days to relocate inside the Village limits. If the employee requires more time to relocate, he or she shall submit a request for an extension in time in writing to the Administrator stating the reason for requesting the extension. The Administrator may grant or deny the request for extension in his or her discretion. Any employee on call must be capable of responding on site within 20 minutes of the page of call.
- (d) All employees who are members of the Brotherhood 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 Article 7 of this agreement.

3.02 Management Rights

- (a) The Brotherhood recognizes that the right to determine the number of employees the Village will employ, the right to hire, suspend, discharge, and to release employees because of lack of work are vested in and reserved by the Village, subject however to the provisions of this Agreement.

3.03 Job Assignment

- (a) The Village may assign an employee covered under this agreement other work with Village Utility and Streets Department (so long as such temporary periodic assignment does not violate or conflict with any other Labor Agreement to which Village is a party) but in such cases all employees under this Agreement shall be paid at the hourly rates set in Article V, notwithstanding that such other work does not require the skill of members of the Brotherhood.
- (b) Employees covered hereunder shall not be required to do inside wiring of customer's premises in localities where there is an inside Local Union of the Brotherhood.
- (c) All employees covered by this Agreement shall receive full time employment (40 hours per week) provided they are ready and in condition to perform their work.

ARTICLE IV
ATTENDANCE AND HOURS OF WORK

4.01 Normal Work Hours

- (a) Eight (8) work hours per day from Monday to Friday inclusive will constitute a regular day's work.
- (b) Normal hours of work will be set by Village Administrator from time to time, with (1) hour without pay beginning at 12 o'clock noon for lunch, except as otherwise mutually agreed.
- (c) The usual starting time of the regular work day shall not be earlier than 7 A.M. or later than 9 a.m., except as otherwise mutually agreed.

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ARTICLE V
COMPENSATION AND TIME KEEPING

5.01 Wages

(a) Wages will be paid in accordance with the following hourly rate of pay.

	Effective <u>5/1/95</u>	Effective <u>5/1/96</u>	Effective <u>5/1/97</u>
Line Foreman	24.21	25.06	25.94
Line Journeyman	23.10	23.90	24.74
Lineman - 4th Year Apprentice	20.14	20.84	21.57
Lineman - 3rd Year Apprentice	19.04	19.71	20.40
Lineman - 2nd Year Apprentice	17.95	18.58	19.23
Lineman - 1st Year Apprentice	17.07	17.67	18.29
Groundman/Operator	18.96	19.62	20.31
Groundman	14.97	15.50	16.04
Meter Reader/Helper	12.34	12.77	13.22

- (b) Where three (3) employees in the above classifications work together on a regularly established basis, with working hours corresponding to the regular work-day set as provided in Article IV, one of them shall be designated as Line Foreman.
- (c) Employees shall be paid on Fridays of alternating weeks. The pay period for each paycheck covers a two week period ending the Sunday before payday.
- (d) Employees laid off because a job is completed or shut down for reasons beyond Village's control shall be paid in full to the date of layoff.

5.02 Overtime Pay

- (a) All time worked in excess of regular hours or regular shift shall be paid for at the rate of one and one-half times the basic hourly rate. Two times the basic hourly rate is to be paid for all overtime worked on Sundays and all days observed as official holidays.
- (b) Any employee when working his or her regularly scheduled hours on days observed as official holidays in this Agreement shall be paid at two and one half times the basic hourly rate.
- (c) An employee who is usually excused from working his normally scheduled hours because of a day observed as an official holiday shall, if called to work during such hours on a day observed as an official holiday, receive two and one half times the basic hourly rate for hours worked (with a minimum of two hours) within the scheduled hours from which he was excused.
- (d) 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 hour rest period. Time worked in excess of fifteen (15) continuous hours shall be paid for at the rate of two times the basic hourly rate until the employee is released from duty. 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.
- (e) An employee who is called back to work after having been released from the regular day's work, shall receive a minimum of two hours overtime pay. On call-outs that are prearranged for work prior to employees regular hours, when the employee then continues with regular hours of work or where same occurs during noon hour, only actual overtime rates apply.
- (f) All scheduled overtime shall be authorized in writing by the Public Works Director.

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5.03 Employees Designated As Being On-Call

- (a) Each Two week pay 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 department head and approved by the Public Works Director. The schedule shall be posted in the Village Office.
- (b) An employee who is designated as being on call agrees to be available and to report to the Electric Shop for work within thirty (30) minutes of being notified or paged.
- (c) Employees designated as being on call shall receive an additional fifty (50) dollars of compensation for the pay period in which they are on call.
- (d) An employee who is designated as being on call and fails to report as required in subparagraph "b" of this section shall forfeit the fifty (50) dollar on call compensation designated in subparagraph "c" of this section.
- (e) Employees may not schedule vacation during a period when they are designated as being on call.
- (f) 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 a trade must be approved by the Public Works Director.
- (g) Should an employee not be able to work due to illness or any other reason, and an alternate person to be on call can not be designated, the employee shall forfeit the fifty (50) dollar on call compensation designated in subparagraph "c" of this section.

ARTICLE VI
BENEFITS

6.01 Vacations.

All employees covered hereunder shall earn paid vacation time. No employee on leave of absence may earn vacation. Vacation time may be taken in increments of not less than 4 hours at a time, at any time after it is earned in accordance with this section.

(a) Rate of Earning Vacation.

- (1) From the date hire until the completion of 5 continuous years of service: 80 hours a year per the following schedule --

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

- (2) From the completion of 5 continuous years of service until the completion of 15 continuous years of service: 120 hours a year per the following schedule --

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

- (3) From the completion of 15 continuous years of service: 160 hours a year per the following schedule --

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

- (b) Limitations on Vacation Length. No employee may take more than 120 consecutive hours of vacation hours of vacation (exclusive of holidays) without the prior consent of the Public Works Director.

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- (c) Carry over of Vacation Days. Vacation time shall not be carried over for more than 12 months after the end of the calendar year in which it is earned.
- (d) Payment of Vacation Credits Upon Termination. An employee whose employment is terminated will receive payment at the then current straight time rate of pay for vacation accrued and unused.
- (e) Requests for Vacations. Preference for vacation shall be given those scheduled by February 15. An employee shall request vacation at least one week prior to the vacation requested. The Village shall have the right to require no more than one employee subject to this agreement to take vacation at any time.

6.02 Paid Holidays

- (a) Employees covered under this agreement are entitled to paid holidays with the following exceptions.
 - (1) Failure to work on a holiday which falls within the employees normally scheduled work week if not excused.
 - (2) Failure to work the regularly scheduled day before or the regularly scheduled day after the holiday unless excused.
- (b) If a holiday falls on a Sunday, the following Monday is observed as a holiday. If a holiday falls on a Saturday, the preceding Friday is observed as a holiday. The official holidays are as follows:
 - 1. New Years Day
 - 2. Presidents Day
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day
 - 6. Veterans Day
 - 7. Thanksgiving Day
 - 8. Christmas Day
 - 9. Floating Day
- (c) The floating holiday may be used at the employees discretion, with the approval of the Public Works Director. The Public Works Director has the discretion and responsibility to grant floating holiday approval based on employee fairness and the needs of the Village.
- (d) No work shall be performed by employees included hereunder on Labor Day except that which is required to preserve life and property and to maintain service.

6.03 Paid Sick Hours

- (a) Employees covered under this agreement earn paid sick hours and may take sick hours in accordance with this section.
- (b) An employee shall accumulate sick leave at a rate of 6 hours for each months service.
- (c) An employee may accumulate sick leave up to a maximum of 960 hours. 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 1/2 of the employee's then current straight time rate of pay.
- (d) An employee without accumulated paid sick leave who requires additional sick leave will have sick hours deducted from vacation time, if the employee has accumulated vacation time, or the time will be unpaid
- (e) Sick Leave shall be taken in minimum increments of one hour and may be used for illness, disability or injury, doctor or dentist appointments, or appointments with other professional medical practitioners. Sick leave may be used for injury or disability of the employee's immediate family.
- (f) An employee taking sick leave shall, unless incapacitated, notify the Public Works Director by telephone no later than one hour after

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starting time on the date of the absence, and of each day thereafter of absence. An employee who does not comply with these rules shall be charged with an unauthorized absence.

- (g) The Village shall have the right to require substantiation in the form of a doctor's certificate 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.

6.04 Paid Personal Hours

- (a) Employees under this agreement earn personal hours and may take personal hours in accordance with this section.
- (b) An employee shall receive 24 personal hours leave on January 1.
- (c) Personal hours may not be accumulated and carried over to the following year nor shall personal hours be paid on termination.
- (d) Personal hours may be used in minimum increments of two hours.
- (e) Applications shall be filled with the Public Works Director a minimum of twenty-four hours prior to the requested leave, except in emergency. The Public Works Director shall allow or deny the request based on the department needs.
- (f) Personal hours shall be prorated for the first year of hire.

6.05 Leaves of Absence

- (a) Medical Leave. An employee who has no sick leave entitlement and reasonably anticipates illness, disability or convalescence for more than 10 days shall apply to the Administrator for an unpaid medical leave of absence. Applications shall be filed at least two weeks prior to the requested leave. The employee shall inform the Administrator in writing of the nature of the medical reason and the approximate time needed for leave, and shall accompany the application with a statement from the attending physician. In case of emergency or incapacitation of the employee, the Board shall waive these requirements. The Administrator may in his or her sole discretion allow or deny the request for medical leave; no employee is entitled to medical leave.
- (b) Personal Leave. A temporary unpaid personal leave of absence without pay may be granted an employee for up to five days by the Administrator, or in cases greater than five days, by the Board. The employee shall submit the request for personal leave in writing to his or her department head (or if the employee is a department head, to the Administrator) at least three days before the beginning of the leave, and, where Board approval is required, at least two weeks before the beginning of the leave. The request shall be in writing, shall state the beginning and ending dates of the leave, and the reason therefore. No employee is entitled to personal leave, and personal leave may be granted or denied in the sole discretion of the Administrator or Board.
- (c) Bereavement Leave. A maximum of 3 days leave may be taken by an employee who has a death in his or her immediate family which includes and is limited to parents, spouses, brothers, sisters, children, grandparents,, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and stepchildren. Full-time and part-time employees are entitled to paid bereavement leave; temporary employees are entitled to bereavement leave without pay. In addition to the forgoing bereavement leave, the Administrator may grant any employee an unpaid day of leave to participate in the funeral of an aunt, uncle, niece, nephew, cousin, or friend; or the employee may in his or her discretion take a paid vacation day for such purposes if the employee is entitled to a paid vacation day.
- (d) Military Leave. Any employee called to active duty in or drafted in

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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 Administrator with a copy of his or her orders in advance of taking leave, and shall report back to work for 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.

- (e) Jury Leave. An employee called for jury duty shall be given leave to attend jury duty. The employee upon receiving a summons shall immediately provide a copy to the Public Works Director. An employee taking jury leave has the following options regarding pay:
- (1) The employee may continue to receive pay from the Village and pay over to the Village Treasurer all compensation paid by the court;
 - (2) The employee may take an unpaid leave of absence from the Village and retain all compensation paid by the court; or
 - (3) The employee may take paid vacation days and retain all compensation paid by the court.
- (f) Maternity Leave. A pregnant employee is entitled to an unpaid maternity leave of absence. An employee who becomes pregnant shall notify the Public Works Director of her condition by the beginning of the fourth month of the pregnancy and submit to the Public Works Director a written statement from her personal physician specifying the estimated delivery date and the estimate date that the employee should cease working. From time to time the employee shall provide written statements from her personal physician if the initial estimated dates change. The Public Works Director shall forward all such statements to the Administrator.
- (1) A maternity leave of absence shall commence when the employee's physician certifies that she is no longer able to perform work safely and efficiently. Maternity leave shall continue until such time as the employee's physician certifies that the employee is able to return to work, but not later than 10 weeks after commencement of maternity leave, or 8 weeks after the birth of the child, whichever is later. An employee on maternity leave is required to contact the Administrator and report her return to work plans within 30 days of the birth of the child.
 - (2) An employee may submit a request for an extended maternity leave in excess of the above time periods to the Administrator at least 30 days prior to the expiration of the leave or of any extension. The Administrator shall forward the request, with recommendations, to the Administrative Committee. The Administrative Committee, in its sole discretion, may approve or disapprove the extension or approve the extension in part.
 - (3) An employee who returns to work at the conclusion of maternity leave shall be restored to her former position or to a comparable position at the same rate of pay unless circumstances have changed or made it impossible or unreasonable to reinstate the employee.
 - (4) A pregnant employee may, consecutively with her unpaid maternity leave, take any accrued paid sick days or her then allowable paid vacation and personal days.
- (g) Leaves Required Under Workers Compensation Laws. An employee suffering from an injury that is job related under the Workers Compensation Laws shall be entitled to leave for such injury strictly and exclusively in accordance with those laws.

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- (h) An employee returning from a leave shall be entitled to his or her position with accumulated seniority provided he or she is physically qualified to return to work, as determined by Village.

6.06 Other Benefits

- (a) Medical Benefits. The Village agrees to include all employees covered by this Agreement in any Medical Plans provided village employees and maintain the current proportional payment share for dependent coverage. The Brotherhood recognizes that such plans change from time to time, as long as any change affects all employees equally, a change in such plan shall not give rise to a duty on the part of the Village to bargain.
- (b) Retirement Benefits. The Village agrees to include all employees covered by this agreement in any Retirement Plan provided village employees. The Brotherhood recognizes that such plans change from time to time, as long as any change affects all employees equally, a change in such plan shall not give rise to a duty on the part of the Village to bargain.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Grievance Procedure

- (a) In the event any differences as to the interpretation or application of this Agreement shall arise during the term of this Agreement between the Village and any employee or employees hereunder, or between the Village and the Brotherhood, then such difference shall be settled in the following manner:
 - (1) Step One, the aggrieved employee or employees, who may be accompanied by representatives of the Brotherhood, shall first present the matter in dispute to the Public Works Director. In the event the dispute is not settled within two working days after it is first presented, then Step 2 shall be followed.
 - (2) Step 2, the matter in dispute shall then be presented in writing to the Village Administrator. In the event the dispute is not settled within three working days after it is presented under this step, then Step 3 shall be followed.
 - (3) Step 3, the matter in dispute shall then be presented in writing to the Public Works Committee of the Board. In the event the dispute is not settled within three working days after it is presented under (3), then (4) shall be followed.
 - (4) Step 4, the matter in dispute shall then be presented in writing to the President and Board of Trustees allowing seven (7) working days for satisfactory agreement. If not settled then, it shall be submitted to an Arbitration Board as provided in this Article Section 7.02.
- (b) Grievance Procedure Timing
 - (1) Step 1 of the grievance procedure shall be invoked within five (5) working days after the facts upon which the difference is based first occur, or first become known.
 - (2) Any dispute not settled within the time limits provided in Steps 1 or 2 shall be presented at the following Step within fifteen calendar days of the time stated for disposition in the prior Step.
 - (3) In the event any dispute is not settled at Step 3, then the Brotherhood shall notify the Village within thirty calendar days of the time stated for disposition of the dispute in Step 3 of its intention to invoke the services of the Arbitration Board.
 - (4) In the event any of the foregoing time limits are not observed, the difference shall be assumed to have been settled and the

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right to invoke Step 1 or any succeeding Step, or arbitration, as the case may be, shall be deemed to have been waived.

7.02 Arbitration Procedure

- (a) Three persons shall be selected by Village and three by Brotherhood and in the event the six so selected cannot agree on all matters referred to them within ten (10) working days, a wholly disinterested person shall be chosen by them as the seventh member of the Arbitration Board.
- (b) In the event said Arbitration Board is unable to agree on the selection of the seventh member within ten days from the date they decide they cannot agree on all matters referred to them, either party may refer the unsettled matters for adjustment to the Village Administrator and the Business Manager of Local Union 51 of the International Brotherhood of Electrical Workers, or their duly authorized representatives. These two will constitute an Arbitration Board and shall, before attempting to settle any matters referred to them, decide upon a definite method of selecting a third member of the Board, should the services of a third member become necessary.
- (c) The Arbitration Boards as above constituted shall hear the evidence and render their decision thereon without avoidable delay. Village and the Brotherhood agree that the majority decision of either of such Boards, as the case may be, shall be binding on both parties.
- (d) In considering any dispute referred to it under the provisions of Article VII, the Arbitration Board shall have no authority to amend, delete from or add to this Agreement.
- (e) Village and Brotherhood shall bear the expenses of its own Board Member and the expenses and fees of the neutral member shall be shared equally.

ARTICLE VIII
SENIORITY and PROBATION

8.01 Probation

New employees, or re-employed employees whose seniority has been terminated shall serve a six (6) months probationary period with Village and during such a period, Village shall have the absolute discretion to discharge the employee with or without cause. Thereafter employees may be discharged only for lack of work or for cause in accordance with the Village of Chatham Personnel Code.

8.02 Seniority

- (a) Employees who are continued in the service of Village after said probationary period shall be immediately credited with six (6) months seniority. Seniority shall date from the time an employee first earns compensation in the employ of the village.
- (b) 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.
- (c) Promotion shall be based on classification seniority, ability and qualifications; ability and qualifications being sufficient, classification seniority shall prevail.
- (d) Demotions because of reduction in forces shall be the reverse of the order of promotions.
- (e) In a layoff in any classification, probationary employees shall be laid off first. In case further layoffs are necessary, the employee with the least seniority in the classification shall be the next to be laid off.

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ARTICLE IX
SAFETY AND EQUIPMENT

9.01 Safety

- (a) It is recognized that safety is a matter of concern to Village and Brotherhood alike and both are to be governed by the safety rules of the Village.
- (b) It is further agreed that adequate time shall be devoted bimonthly to safety training, discussions and demonstrations.
- (c) Equipped first-aid kits shall be maintained for each truck and at each station where employees covered by this Agreement work. 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) Village will not require employees to do work under severe weather conditions unless an emergency exists.
- (f) 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.
- (g) First and second year apprentice linemen shall not work on live lines or equipment over 440 volts. Third and fourth year apprentice linemen may work on energized primary lines or equipment carrying over 440 volts provided they are assisting a Journeyman in performing such work.
- (h) Apprentices must work with and under the supervision of a foreman or a journeyman.

9.02 Equipment

- (a) All tools and equipment required by employees will be furnished by the Village, and be the property of the Village.
- (b) Village shall provide ample rubber boots, raincoats, rain hats, hoods, blankets, line hose, insulated switch sticks, individual rubber gloves, lineman's gloves and other safety equipment 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.
- (c) 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.

ARTICLE X
PHYSICAL

10.01 Physical Examination

Prior to and during employment, any and all employees shall be subject to a physical examination at the request of Village, with the expense of such examination to be borne by Village and doctors to be designated by Village. If 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 grievance procedure and arbitration as prescribed in Article 7.

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ARTICLE XI
RESPONSIBILITY OF BROTHERHOOD

11.01 Brotherhood Pledge

Local No. 51 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 the 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.

CHATHAM ELECTRIC DEPARTMENT
CHATHAM, ILLINOIS

LOCAL UNION NO. 51, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By: _____
Village Administrator

By: _____
Business Manager

LABOR AGREEMENT BETWEEN THE VILLAGE OF CHATHAM
ELECTRIC DEPARTMENT AND LOCAL UNION NO. 51 IBEW

GLOVING AGREEMENT BETWEEN THE
VILLAGE OF CHATHAM AND IBEW LOCAL 51

APPENDIX A

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 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 JOURNEYMEN AND
APPRENTICES AS OF THE DATE OF 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, crossarms and structural material shall be considered ground potential.

"Hands-on" training groups shall be limited to not more than six trainees for each instructor.

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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 certification 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 of 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. These inspections shall be conducted only by appropriate garage employees. 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 on 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 livers 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 GLOVING

GENERAL

1. Crews gloving voltages above 5,000 but less than 15,000 shall include, but not be limited to:
 - a) A crew leader and two Journeymen.
 - b) A crew leader, one Journeyman and an Apprentice who has completed the 5 - 15 KV gloving training. Such training will be given to

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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 is 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 - 15 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 tuck 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 V, 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, downguys, pole surfaces or crossarms, 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 placed 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

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possible, however, a portion of a circuit may be placed in a non-reclose mode by placing a recloser 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.

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 Public Works 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 Public Works Director and members of the crew shall be referred to the Union office and the Village Administrator, or their designated representative 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 of 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 Administrator or their designated representative, the supervisory employee familiar with the disputed assignment, and the Trustee responsible for the Electric Committee.
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 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.

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- c) Preferably, he will live in the area and generally be available on short notice.
 - d) The Village and Union committees will meet with the arbitrator on an informal basis and present their respective positions and arguments in support thereof. Neither party will utilize attorneys in their presentations, and there shall be no witnesses as such, no written arguments or briefs and no unreasonable delays.
 - e) The Arbitrator will provide his decision in writing within two weeks of the meeting.
 - f) The Arbitrator will rule solely on the question of whether the disputed assignment can be performed as directed by the Village without crew members being placed in a position of unusual danger beyond the normal hazards of line work in an objective sense. He shall not consider any question of interpretation, unless the question relates specifically to this issue.
- * Gloving is on a voluntary basis.

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 95-____, adopted by the President and Board of Trustees of said Village on the 9th day of May, 1995, said Ordinance being entitled:

AN ORDINANCE EXECUTION OF A CONTRACT BETWEEN THE
VILLAGE OF CHATHAM ELECTRIC DEPARTMENT AND IBEW LOCAL 51

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 9th day of May, 1995.

Penny Moomey, Village Clerk