

ORDINANCE NO. 01-08

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT
BETWEEN THE VILLAGE OF CHATHAM AND INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NUMBER 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, Local 51 as set forth in such contract.


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

SECTION 3: This Ordinance is effective upon passage and approval as provided by law.

PASSED THIS 20th DAY OF FEBRUARY, 2001


Linda L. Koester, President
Village of Chatham

ATTEST:


Robert A. Krueger, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: 2/20/01

APPROVED: 2/20/01

VILLAGE OF CHATHAM
CONTRACT PROPOSALS
Agreed upon January 30th, 2001

1. Modify Art.II, Sub 3.01, Para C, Page 2 to read: All Department Heads of the Village shall maintain bonafide residence within the corporate limits or a pre-annexed area of the Village. Etc.....
2. Modify Art. VI, Sub 6.01 Vacations, Pg 5 to read: All employees covered here under shall earn paid vacation time. No employee on leave of absence may earn vacation. Vacation time may be taken in any time increments, at any time after it is earned in accordance with this section.
3. Modify Art.VI, Sub 6.01, Para. B, Page 6 To read: "without prior consent of the Public Works Director and/or Line Foreman"
4. Modify Art. VI, Sub 6.01, Para.C, Page 6 to read: Carryover vacation days. Vacation time shall not be carried over for more than 24 months after the end of the calendar year in which it is earned.
5. Modify Art. VI, Sub 6.02, Para B, Page 6 to read: When a holiday falls on a Saturday, the previous Friday shall be celebrated as the holiday; and when a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.
6. Modify Art. VI, Sub 6.03, Para C, Page 7 Add after Public Works Director: and/or Line Foreman
7. Modify Art. VI, Sub 6.03, Para E, Page 7 to read: Sick leave may be taken in any time increments and may be used for illness, etc.
8. Modify Art. VI, Sub 6.04, Para D Personal hours may be used in any time increments.
Add after Public Works Director: and/or Line Foreman
9. Add Art. VI, Sub 6.04, Para. G, Page 8 Compensatory time employees under this agreement are eligible for compensatory time. Employees may accumulate a maximum of 60 hours and may carry 40 hours to the following calendar year. All employees are eligible for compensatory time. Employees not exempt under the Fair Labor Standards Act shall be compensated for all hours not eligible to be carried forward. Employees not exempt under the Fair Labor Standards Act may elect compensatory time in lieu of overtime compensation. Employees exempt under the Fair Labor Standards Act shall receive compensatory time on an hour for hour basis. Compensatory Time shall be approved by the Public Works and/or Line Foreman and may be taken in any time increments, except in the case of emergency call outs where the employee utilizes the compensatory time the following day. In all cases, the employee shall notify his or her department head of their intent to utilize compensatory time.

10. Modify Art. VI, Sub 6.06, Para A Page 10 to read: Medical Benefits. The Village agrees to include all employees covered by this Agreement in any medical plans, including vision care and maintain the current proportional payment share for department coverage. Etc....
11. Add Art IX, Sub 9.03, Para. Clothing Clothing Allowance: All employees covered under this Agreement shall be given a clothing allowance of \$350 each year beginning in January. An employee shall wear attire appropriate to his or her job functions. Meter Readers may wear uniform shorts only when their job assignment for the day is reading meters.
12. Wage Increase 4%, 3.5%, 3.5%
13. 3 Year Agreement

Changes from current contract.

- 1) The change is adding "or pre-annexed area of the Village.
No economic impact
- 2) Eliminates the requirement to take vacation in 4 hour increments.
No economic impact
- 3) Adds Line Foreman for time off approval, current practice.
No economic impact
- 4) Brings language into agreement with Personnel Code.
No economic impact
- 5) Brings language into agreement with Personnel Code.
No economic impact
- 6) Adds Line Foreman for time off approval, current practice.
No economic impact
- 7) Eliminates the time increment requirement for sick leave taken.
No economic impact
- 8) Eliminates the requirement to take Personal Time in 2 hour increments and add
Line Forman for approval.
No economic impact
- 9) Brings language into agreement with Personnel Code.
No economic impact
- 10) Adds vision care to contract, which current practice.
No economic impact
- 11) Brings language into agreement with Personnel Code.
No economic impact
- 12) 4% in year 1, 3.5% the next two years, a total of 11% over the term of the
contract.

AGREEMENT

BETWEEN

VILLAGE OF CHATHAM,

A MUNICIPAL CORPORATION

AND

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOAL UNION NUMBER 51

FOR
THE BARGAINING UNIT
AS CERTIFIED

EFFECTIVE MAY 1, 2001 THROUGH APRIL 30, 2004

Preamble

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

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

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

ARTICLE I RECOGNITION

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

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

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

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

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

ARTICLE IV

UNION BUSINESS/UNION SECURITY

Section 1 – Condition of employment and Dues. As a condition of continued employment, all employees included in the collective bargaining unit, before the thirty (30)-first day of employment shall become members of the Union and pay to the Union periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a fair share fee equivalent to the periodic monthly dues required of Union members. Employees who fail to comply will be terminated by the Employer upon request of the Union.

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

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

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

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

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

twenty (120) calendar days of employment. No matter concerning the discipline, layoff or termination of, a probationary employee will be subject to the grievance and arbitration procedures. A probationary employee will have no seniority, except as otherwise provided in this Agreement, until they have completed their probationary period. Upon the completion of their probationary period, they will acquire seniority from their date of hire.

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

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

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

- a) quit; 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 (24) months; or
- d) accepts gainful employment while on an approved leave of absence from a Department unless the employment is part of the request for leave;
- e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 5. Seniority While on Leave – Employees will continue to accrue seniority credit for time spent on authorized unpaid leave of absence except for leaves granted for non-job related reasons, Article SVI, 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.

- q) The loss of a license or the inability to obtain a license to operate the plant, vehicles, or equipment which material 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 shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the employer has a reasonable opportunity to investigate the facts.

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

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

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

ARTICLE IX

GRIEVANCE PROCEDURE

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

Section 2. Oral Grievance – In the interest of resolving disputes at the earliest possible time, it is

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 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 the Director, or their designee, to the full Village Board, or their designee. Within five (5) working days after the grievance has been filed at Step 3, the full Village Board, or their designee will meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The full Village Board, or their designee will respond in writing to the grievant and the Union within five (5) working days following the meeting.
- Step 4. If the dispute is not settled at Step 3, the matter may be submitted to arbitration within five (5) working days after the full Village Board written decision or the expiration of five (5) working days after the matter has been submitted to arbitration a representative of the Employer and the Union will meet to select an arbitrator from a list of mutually agreed—to arbitrators. If the parties are unable to agree on an arbitrator within five (5) working days after such meeting, the parties will request the State Labor Relations Board to submit a list of seven (7) arbitrators. Either party will have the right to reject an entire list of arbitrators with reasonable explanation. The arbitrator will be selected from the list of five (5) by alternate strikes by the Employer representative and the Union. The Employer and the Union will take turns as to the first strike with the party asking for arbitration striking first. The person whose name remains on the list will be the arbitrator. The arbitrator will be notified of his selection

ARTICLE XI
VACATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- time or personal time if the employee has accumulated time available, if not available the time will be unpaid.
- b) Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and shall contact the Director and/or Line Foreman, or their designee within one (1) hour after the start time of the affected shift. An employee who does not comply with these rules shall be charged with an unauthorized absence. Sick leave may also be utilized for routine medical and dental appointments. All foreseeable leave for such purposes will require a specific prior approval of the Director and/or Line Foreman and may be in any time increment, within the timekeeping policy.
 - c) Upon the prior approval of the Director and/or Line Foreman, an employee may be permitted to take sick leave during the illness, recovery from accident, surgery or pregnancy of the dependent members of employee's household (as if an employee), including spouse, child or parent, to the extent of the employee's accumulated sick leave. No such leave shall be granted retroactive to any application for such leave. The Director's decision to grant or deny such request shall be final.
 - d) Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Upon the expiration of sick leave benefits and all other authorized benefit time, the Employer shall notify the employee of such expiration. The employee will then have thirty (30) days to apply for a leave of absence for extended illness. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits may result in automatic termination.
 - e) The Village shall have the right to require substantiation in the form of a physician's statement of release and verification that sick leave is taken and used for its intended purpose of enabling employees to remain on the payroll while unable to work because of personal illness.
 - f) The Director, or their designee may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.
 - g) An employee will be paid sick leave equivalent to the normally scheduled straight time day.
 - h) The Personnel Office shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 3. Sick Leave Abuse Sanctions – For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Sections 1 and 2 of this Article. Upon sufficient evidence of the abuse of such sick leave, the employee will not be

Section 4. Personal Leave – Employees covered by this agreement shall receive 48 hours of Personal Leave on January 1 of each year of the contract. Personal hours shall be prorated for the first year hired. The hours may be used in any time increment, within timekeeping policy, at the employee's discretion with the approval of the Director and/or Line Foreman. Approval shall not be unreasonably withheld. Requests shall be filed with the Director and/or Line Foreman twenty-four (24) hours in advance of the requested leave, except in an emergency. No hours may be carried forward to the following calendar year.

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

Section 6. Workers Compensation Leave – An employee 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.

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

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

ARTICLE XIV

HOURS OF WORK/OVERTIME

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

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

Section 3. Work Day – Eight (8) work hours per day from Monday to Friday inclusive will constitute a regular day's work.

(40) hours may be carried forward to the following calendar year. Compensatory time may be used when scheduled and approved by the Director and/or Line Foreman.

ARTICLE XV

WAGES AND COMPENSATION

Section 1. Salaries – Effective May 1, 2001, 2002 and 2003, the employees in the bargaining unit shall receive the following wages:

	2001 Year 1	2002 Year 2	2003 Year 3
Line Foreman	\$28.64	\$29.64	\$30.67
Line Journeyman	\$27.33	\$28.28	\$29.26
Lineman – 4 th Year Apprentice	\$23.81	\$24.64	\$25.50
Lineman – 3 rd Year Apprentice	\$22.50	\$23.28	\$24.09
Lineman – 2 nd Year Apprentice	\$21.22	\$21.96	\$22.72
Lineman – 1 st Year Apprentice	\$20.19	\$20.89	\$21.62
Operator/Complaint	\$23.81	\$24.64	\$25.50
Groundman	\$17.71	\$18.32	\$18.96
Meter Reader/Helper	\$14.60	\$15.11	\$15.63

Section 2. Line Foreman – Where three (3) employees in the above classification work together on a regularly established basis, with working hours corresponding to the regular work-day set as provided by Article XIV, one of them shall be designated as Line Foreman.

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

- a) An employee who is designated as being on call shall be available to report to the Electric shop for work within (30) minutes of being notified or paged.
- b) Employee designated as being on call shall receive an additional fifty (50) dollars of compensation for the pay period in which they are on call.
- c) An employee who is designated as being on call and fails to report as required in subparagraph “a” of this section shall forfeit the fifty (50) dollars on call compensation designated in subparagraph “b” of this section.
- d) Employees may not schedule vacation during a period when they are designated as being on call.
- e) Employees who cannot work due to illness or any other reason during the period of time they

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, no 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 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 certified to the above on his or her expense report.
- b) Meal Allowance – An employee shall be reimbursed for his or her meal expenses incurred in the conduct of official Village business at the rate of eight (\$8) dollars for breakfast and fifteen (\$15) dollars for dinner.
 - 1) An employee must leave the Village before 6:00 a.m. to be eligible for breakfast reimbursement.
 - 2) An employee must return to the Village after 7:00 p.m. to be eligible for dinner reimbursement.
- c) Per Diem Allowance – Per diem allowance shall be paid for travel which includes over night lodging or is 18 or more continuous hours. It is given instead of the meal allowance and is to cover the cost of meals and meal tips. Thirty (30) dollars per diem or 50% of the basic room rate of the hotel in which you are occupying. Per diem allowance shall be determined in accordance with the following rules:
 - 1) Per diem shall be based on the half system for computing the allowance for days or fractions thereof. Each half shall be 12 hours commencing at midnight and noon. The traveler shall be allowed one-half of the allowance for each period of six hours or fraction thereof.
 - 2) Meal allowance and per diem may not be mixed on the same trip or day.
 - 3) Receipts need not be submitted to support the meal or per diem allowances. 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

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

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

Section 7. Political Activity – While working for the Village, employees may not use their position of influence for the purpose of interfering with an election or affecting the results thereof.

Any violation of the above may be deemed detrimental to the public service and a just cause for suspension or dismissal. Any employee who chooses to run for a Chatham Municipal Office may do so. Employees elected to a Chatham Municipal Office must resign from employment with the V.

The following rights are specifically guaranteed for all municipal employees:

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

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

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

- a) Employees shall receive \$350 per calendar year for uniform replacement.

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 e 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 this 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 representation 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 with the time limit may subject the employee to discipline, including discharge.

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

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) Insure that the laboratory or facility selected conforms to all NIDA standards;
- c) Establish a chain of custody procedure for both collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d) Collect a sufficient samplly 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 manner as to insure a high degree of security for the sample and its freedom from adulteration;

members who may violate such rules and regulations, to advertise standing of the Village throughout the usual channels as a Union concern, and to use the organization's good offices in behalf of the Village in every honorable manner.

ARTICLE XXI
SAVINGS CLAUSE

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

ARTICLE XXII
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This contract contains the right 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. Terms of Agreement -- This Agreement shall be effective from May 1st, 2001 and shall remain in full force and effect through April 30, 2004 and from year to year thereafter until terminated at the end of any year by either party 60 days prior to the termination date giving the other party written notice of intention to terminate. The notices referred to will be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice will be the written date of receipt.

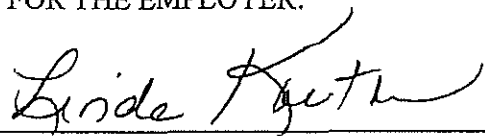
Section 2. Contract Termination -- Before terminating the same, such party will endeavor to procure agreement of the other party to any desired changes therein. Changes mutually agreed to may be made at any time, but in order to be effective all changes must be approved in writing by the parties hereto,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

Section 2. Contract Negotiation Procedure -- Notice tendered by either party shall designate the names of a committee authorized to negotiate an agreement on the items submitted. Upon receipt of such notice, the party notified shall likewise submit a list of the names of a committee designated to

negotiate and consummate an agreement on their behalf. The joint committee so appointed by the parties shall meet in negotiations at the earliest date possible after notice is served and make every effort to present an agreement to the governing authority of each party on or before the anniversary date.

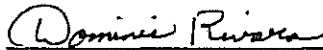
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 13th day of March, 2001.

FOR THE EMPLOYER:



Linda Koester, Village President

FOR THE UNION:



Dominic Rivara, Business Manager, Local 51
International Brotherhood of
Electrical Workers



Robert A. Krueger, Village Clerk

