

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF RANTOUL

**F.O.P. Lodge #945-1
Sergeants**

May 1, 2024 – April 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream- Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF RANTOUL, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the “Council” or “Union”), has as its purpose the promotion of harmonious relations between the Village and the Council; to provide for the establishment of an equitable and peaceful procedure for the resolution of differences; and to establish an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Council do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1. Recognition

The Village recognizes the Council as the sole and exclusive collective bargaining representative for all regular full-time sworn peace Officers in the rank of Sergeant employed by the Village of Rantoul (hereinafter referred to as “employees”), but excluding all sworn peace Officers above and below the rank of Sergeant, all managerial, confidential and supervisory employees as defined in the Act and all other employees of the Village.

Section 1.2. Duty of Fair Representation

The Council recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion, whether or not they are members of the Union. Violations of this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 1.3. Gender

The use of the masculine pronoun in this document is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE II - UNION RIGHTS

Section 2.1. Union Use of Bulletin Board

The Village will provide one (1) bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. A copy of all notices shall be given to the Police Chief at the time of its posting on the bulletin board. Said bulletin board shall be kept neat and outdated material shall be removed in a timely manner.

Section 2.2. Dues Deductions

While this Agreement is in effect, the Village will deduct from the first two (2) paychecks of the month, and forward to the Illinois Fraternal Order of Police Labor Council, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective dues deduction authorization (as set forth in Appendix A of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the Village at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each employee in order to ease the Village's burden of administering this provision. Such dues shall be forwarded to the Illinois Fraternal Order of Police Labor Council within ten (10) calendar days of the deduction.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the Village thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.3. Union Indemnification

The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

Section 2.4. Membership Lists

The Employer shall forward to the Council a monthly list to accompany the dues as provided for in Section 2.2 of this Article. This list shall include the names of each employee that has paid the monthly dues.

Section 2.5. Union Access

Authorized representatives of the Council shall be permitted reasonable visits to the Police Department during work hours to talk to employees of the local bargaining unit concerning matters covered by this Agreement. The Employer shall be notified of and give approval for such visits. Such visits shall not cause any unreasonable disruption of the Police Department's operations.

ARTICLE III - LABOR-MANAGEMENT MEETINGS

Section 3.1. Meeting Request

The Council and the Village agree that in the interest of efficient management and harmonious employee relations, that labor-management meetings be held if mutually agreed between Union representatives and representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting.

Such notice may be waived by mutual consent of the parties. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Village which may affect employees; and
- (d) items concerning safety issues.

Section 3.2. Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management meetings” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Labor-management meetings are intended to improve communication and shall be advisory only.

Section 3.3. Attendance

The date, time and place for labor-management meetings shall be mutually agreed upon by the Council and the Village. Attendance at labor-management meetings shall be voluntary on the employee’s part. If such a meeting is held during the regular working hours of any bargaining unit employee representative in attendance at such meeting, the employee shall not lose any compensation for attending such meeting. Otherwise, attendance during such meetings shall not be considered time worked for compensation purposes. Normally, up to two (2) representatives from each side shall attend such meetings, schedules permitting. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, shall be permitted only upon prior approval of the Police Chief.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.1. Management Rights

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village’s mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to establish mental and physical fitness standards; to establish specialty positions and to select personnel to fill them; to schedule and assign work; to establish work performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and

policies; to discipline, suspend and discharge employees for just cause (probationary without cause); to hire, promote, transfer and train employees; to change or eliminate existing methods, equipment (including weapons and ammunition) or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; to determine whether work is to be performed by employees in the bargaining unit or outside the bargaining unit and by which employees; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency declared by the Village President, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE V - GRIEVANCE PROCEDURE AND ARBITRATION

Section 5.1. Definition

A “grievance” is defined as a dispute or difference of opinion raised either by an affected employee or the Council against the Village involving an alleged violation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning the imposition of discipline shall be handled in accordance with ARTICLE XIX of this Agreement.

Section 5.2. Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communication. If, however, the informal process does not resolve the matter, a grievance filed against the Village shall be processed in the following manner:

Step 1: Any affected employee, with or without a union representative, or the Council, shall submit the grievance in writing (on the approved grievance form attached to this Agreement as Appendix B) to the employee’s supervisor (in most cases, the Lieutenant, specifically indicating that the matter is a “grievance” under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and be signed by an affected employee and local union representative (in the case of a Council grievance). All Step 1 grievances must be presented no later than fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or fourteen (14) calendar days after the affected employee or the Council, through the use of reasonable diligence, should have known of the first occurrence of the event giving rise to the grievance. The supervisor shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or his designee within ten (10) calendar days after receipt of the Village's answer in Step 2, or within ten (10) calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall, within ten (10) calendar days from receipt of the grievance at Step 2, offer to discuss the grievance with the grievant and a Union representative, if one is requested by the employee. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant within ten (10) calendar days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be referred by the employee in writing to the Mayor or his designee within ten (10) calendar days after receipt of the Village's answer in Step 2 or within ten (10) calendar days of the time when such answer would have been due. Thereafter, the Mayor or his designee and the Police Chief or other appropriate individuals as desired by the Mayor or his designee shall meet with the grievant, and a Union representative, if requested by the employee, within ten (10) calendar days of receipt of the grievant's appeal. If no agreement is reached, the Mayor or his designee shall submit a written answer to the grievant within ten (10) calendar days following the meeting.

Section 5.3. Arbitration

If the grievance is not settled in Step 3 and the Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Council may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of receipt of the Village's written answer as provided to the grievant at Step 3 or within fifteen (15) calendar days of the date the Step 3 answer was due:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar day period, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Council shall have the right alternatively to strike one (1) name from the panel. The person remaining shall be the arbitrator. The party striking first shall be determined by a coin toss.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.

- (c) The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator, the cost of a written transcript, and hearing room, if any, shall be split equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or fourteen (14) calendar days after either the affected employee or the Council, through the use of reasonable diligence, should have known of the first occurrence of the event giving rise to the grievance.

Unless otherwise agreed in writing, a grievance not presented by the grievant within the time limits set forth above shall be considered “waived” and may not be further pursued. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as denied at that step and may be immediately appealed to the next step.

Section 5.6. Time Off

One (1) employee grievant and one (1) local union representative shall receive time to participate in Step 2 or 3 grievance meetings with the Village if the meetings are conducted on

working time. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, shall be permitted only upon prior approval of the Police Chief. No other time spent on grievance matters shall be considered time worked for compensation purposes.

Section 5.7. Miscellaneous

No member of the bargaining unit who is serving in an acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit serving in an acting capacity shall impose any obligation or duty which may be considered authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 5.8. Settlements

Grievance settlements shall be reduced to writing and signed by the parties. Settlements shall be consistent with the terms of this Agreement unless the parties mutually agree otherwise.

ARTICLE VI - NO STRIKE-NO LOCKOUT

Section 6.1. No Strike

Neither the Council nor any Sergeants, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, refusal to cross a picket line, or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be subject to discipline, up to and including discharge. In such event, neither the affected employee or employees nor the Council shall have recourse to the grievance and arbitration procedure set forth in this Agreement; and the only issue that may be submitted to grievance arbitration is whether a Sergeant in fact participated in the prohibited action.

Section 6.2. Responsibility of Council

Should any activity proscribed in Section 6.1 of this Article occur, which the Council has or has not sanctioned, the Council shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Village in writing that such action is not sanctioned by the Council;
- (c) Notify the employees, including by written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and

- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 6.3. Responsibility of Union Representatives

All employees covered by this Agreement who hold the position of Union representative, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 6.1 of this Article and to encourage any such employees to return to work.

Section 6.4. No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

ARTICLE VII - LAYOFF AND RECALL

Section 7.1. Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be reduced in rank or laid off as provided in 65 ILCS 5/10-2.1-18. Sergeants shall be notified in writing at least fourteen (14) days in advance of the effective date of such reduction in rank or lay-off.

Section 7.2. Recall

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union President, provided that the employee must notify the Police Chief of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 7.3. Effects of Layoff

During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to exercise his COBRA rights to maintain the health insurance offered by the Village by paying the full applicable monthly premium for his individual insurance coverage. If an employee opts to maintain his medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and

benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

ARTICLE VIII - SENIORITY

Section 8.1. Seniority

Seniority shall be determined by full-time continuous service in the rank of Sergeant, calculated from the date of promotion to Sergeant, less adjustments for layoff, suspensions and approved leaves of absence without pay.

Section 8.2. Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) fails to report to work immediately after the conclusion of an authorized leave of absence, unless the failure to report is due to extenuating circumstances beyond the control of the employee as determined by the Police Chief;
- e) is laid off and fails to notify the Village of his intent to return to work within fourteen (14) calendar days after receiving notification of recall or fails to report to work within ten (10) calendar days after receiving notification to report to work;
- f) is laid off for a period in excess of eighteen (18) months;
- g) does not perform work for the Village (except for military service) for a period in excess of one (1) year; or
- h) is absent for three (3) or more consecutive workdays without notifying the Village, unless the failure to notify and report is due to extenuating circumstances beyond the control of the employee, as determined by the Police Chief.

ARTICLE IX - EVALUATION PERIOD

Section 9.1. Evaluation Period

Any employee who is first appointed to the position of Sergeant shall complete an evaluation period of six (6) months. During an evaluation period, the Police Chief may return an employee, or such employee may elect to return, to his former position as a patrol officer at his former compensation and benefits.

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 10.1. Application of Article

This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing contained herein shall be construed to preclude the Village from restructuring the regular workday or workweek.

Section 10.2. Workday/Work Schedule

Except as provided elsewhere in this Agreement, the regular work schedule shall consist of not more than eighty (80) hours per Village pay period. The regular workday shall normally include either eight (8) or ten (10) or twelve (12) hours of work, with a thirty (30) minute meal period and two (2) fifteen minute break periods at times designated by the Village. Employees are on-call during meals and break periods and shall not be compensated for call-outs during said periods. However, if employees are called out during their meal period, they are allowed to finish their meal period later during the shift, if practical.

For employees scheduled to work twelve (12) hour workdays the eighty (80) hours per Village pay period shall be accomplished using one eight (8) hour "short day" every two weeks and six twelve (12) hour workdays.

Section 10.3. Changes in Regular Workday or Regular Work Schedule

Should it be necessary in the Village's judgment to establish a schedule departing from the regular workday or the regular work schedule, or to change the shift, schedule or days off of an employee or employees, the Village will, absent emergency, give twenty-four hours notice of such change to all employees directly affected by such change. Should it be necessary in the Village's judgment to change the regular workday from an eight (8) hour day to a ten (10) hour day or a twelve (12) hour day, or a twelve (12) or a ten (10) hour day to an eight (8) hour day, the Village will, absent emergency, notify the Union at least thirty (30) calendar days prior to the effective date of the change. Upon request of the Union within seven (7) calendar days of such notice, the Village agrees to meet with the Union to discuss the impact of such change, if any, upon the employees prior to the effective date of such change. Such discussion shall be limited to the impact on shift selection, previously approved vacation and/or other paid benefit time and previously scheduled training.

Section 10.4. Shift Selection

Semi-annually, Sergeants may submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift and days off. The Police Chief shall make the final decision on the assignment and days off, based upon operational considerations and seniority. Nothing contained herein shall preclude the Police Chief from later reassigning a Sergeant provided the reasons are not arbitrary and capricious.

Section 10.5. Overtime

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours actually worked in excess of the employee's regular workday or work schedule. Hours worked shall not include any uncompensated periods. Overtime rates are

calculated by multiplying the applicable hourly rate (see Appendix C attached hereto) by one point five (1.5). Overtime shall be paid in thirty (30) minute increments.

Section 10.6. Court Time

If an employee is required by the Village to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the Sergeant has no personal interest), he shall be paid for all hours actually worked or a minimum of two (2) hours of pay, whichever is greater, at the overtime rate of pay. The two (2) hour minimum shall not apply to court time which is continuous with the employee's regular hours of work.

Section 10.7. Call-Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. A call-back shall be compensated at one and one-half (1½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two (2) hour minimum. The two-hour minimum shall not apply to an official assignment of work which is continuous with the employee's regular hours of work.

Section 10.8. Compensatory Time

Employees, at their option, may elect to receive, in lieu of overtime pay, compensatory time equal to one and one-half (1 1/2) times all overtime hours worked as defined in Section 10.5 above, until the employee has accumulated 160 hours of compensatory time, inclusive of any compensatory time elected under Section 11.3. If the employee has accumulated 160 hours of compensatory time, the employee shall be eligible for overtime pay in accordance with Section 10.5. Upon at least eight (8) hours advance notice, compensatory time may be scheduled in one (1) day increments with the prior approval of the Police Chief or his designee. Provided, however, the Police Chief or his designee may approve the use of compensatory time in lessor increments.

Compensatory time may also be scheduled by seniority by all employees who work shifts and are assigned to patrol duties immediately after each of the semi-annual scheduling of vacation as described in Section 12.4 of this Agreement by submitting their first choice for the use of compensatory time for the following six (6) month period. Any such compensatory time requested shall be scheduled in no less than one (1) day increments and will be approved or denied no less than fourteen (14) calendar days before the requested time scheduled. If not approved or denied at least fourteen (14) calendar days of the requested time scheduled, the requested time scheduled shall be deemed approved. Approved compensatory time schedule will not be withdrawn in the event of an unexpected sick leave of less than five (5) consecutive days by another employee or by any personal leave scheduled by another employee on an approved scheduled time for compensatory leave even though the applicable shift may fall below the minimum staffing level.

Section 10.9. Overtime Opportunities

The Police Chief or his designee are responsible for and have the right to closely monitor all types of overtime, exercising management control of overtime wherever possible. The Police Chief and his designees are to institute effective controls applicable to Division operations in order to ensure fiscally and strategically responsible and accountable use of overtime.

The Police Chief or his designee shall have the right to require both scheduled and unscheduled overtime. In overtime situations (excluding holdovers, overtime assignments scheduled 24 hours or more in advance, bona fide emergencies or situations requiring specialized skills), the Police Chief or his designee will attempt to evenly distribute overtime opportunities among Sergeants who volunteer for overtime, using a rotation system. However, the Police Chief or his designee retains the right to assign non-emergency overtime to eligible Sergeants when none volunteer. Sergeants shall appear on a call-back list separate from patrol officers and overtime assignments due to staffing shortages will depend on the need for a Sergeant, as determined by the Police Chief or his designee. Special event overtime assignments not requiring a specified rank will be offered to Sergeants in a manner comparable to that for patrol officers. If a Sergeant demonstrates that he has not been offered his share of overtime opportunities, the sole remedy shall be that he shall be given first preference for overtime opportunities for which he is eligible until the imbalance is corrected.

Section 10.10. Overtime Rotation System

The Police Chief or his designee shall create a list of eligible Sergeants for overtime. The list shall be in the order of seniority in the rank of Sergeant. In overtime situations (excluding holdovers, overtime assignments scheduled 24 hours or more in advance, bona fide emergencies or situations requiring specialized skills), where a Sergeant vacancy exists and no other Sergeant is assigned to be on-duty during the time of the vacancy, or where a Sergeant position is needed based on the needs of the department, the Police Chief or his designee shall notify eligible Sergeants on a rotation basis from the voluntary list, beginning with the first and each succeeding Sergeant on such voluntary list who is not otherwise scheduled to work at such time and notify him of the overtime opportunity. If that Sergeant declines the overtime, the Police Chief or his designee will follow the list in order of seniority until either an eligible Sergeant accepts the overtime opportunity or all have declined it. In the event that no eligible Sergeant from the voluntary list accepts the overtime opportunity, the Police Chief or his designee will utilize the "Patrol Officer" overtime list in the same manner, to the extent possible depending on the strategic needs of the department, as determined by the Police Chief or his designee, to fill the Sergeant vacancy. In the event that no qualified patrolman accepts the overtime, the Police Chief or his designee shall notify a Sergeant that he shall be expected to report to work at the given time.

Conversely, if a vacancy exists for a patrol officer position and after utilizing the Patrol Officer Voluntary List, no qualified patrol officers accept the overtime opportunity, eligible Sergeants will be offered the overtime opportunity.

Non-emergency mandatory overtime assignments will be for no more than four (4) hours unless agreed upon by the Sergeant that was ordered to work the overtime.

Section 10.11. No Pyramiding

Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

Section 10.12. Training

Employee's regular work schedule will be adjusted to accommodate attendance at school or training within an eighty (80) hour pay period.

- (a) Day shift employees working 12-hour shifts scheduled to attend a school of training on their regularly scheduled 12-hour workday shall return to the Police Department immediately following the school and complete the 12-hour workday. Alternatively, they shall be allowed to utilize benefit time in the amount necessary to complete the workday. Employees must notify their supervisor prior to the start of the school of their intent to either come back to work after the school/training or to use benefit time as provided in this section.
- (b) A day shift employee scheduled to attend a school or training on his regularly scheduled 8-hour workday or “short day” needs no scheduling adjustment. It will be presumed a daylong school or training is the equivalent of an 8-hour workday.
- (c) Night shift employees working 12-hour shifts scheduled to attend a school or training on their regularly scheduled 12-hour workday:
 - i. If the employee had the previous night off, the officer will attend the school and shall return to the Police Department immediately following the school and complete the 12-hour workday. Alternatively, they shall be allowed to utilize benefit time in the amount necessary to complete the workday.
 - ii. If the employee is scheduled to work 12 hours the previous night, they will work mutually agreed upon hours as designated in the schedule adjustment below, but not beyond 2200 hours the previous night. They will then attend the school/training and complete the 12-hour workday. Alternatively, the member shall be allowed to utilize benefit time in the amount necessary to complete that workday. Employees must notify their supervisor prior to the start of the school of their intent to either come back to work after the school or to use benefit time as provided in this section.
- (d) Night shift employees working 12-hour shifts scheduled to attend a school on their regularly scheduled 8-hour workday or “short day”:
 - i. If the employee had the previous night off, there are no required adjustments. It will be presumed a daylong school or training is equivalent to an 8-hour workday.
 - ii. If the employee is scheduled to work 12 hours the previous evening, they will work mutually agreed upon hours as designated in the schedule below, but not beyond 2200 the previous night. It will be presumed a daylong school or training is the equivalent of an 8-hour workday.
- (e) Scheduling adjustments:
 - i. When arranging adjusted day off or make-up blocks of work, the supervisor and the affected employee will confer. The employee’s schedule shall be modified so that regular hours worked in a pay period equals 80 hours. This would hold true whether for a one-day school or training or a multi-day school or training.
 - ii. For schools or training, the supervisor shall be allowed to schedule the employee’s adjusted time off for the pay period. The supervisor shall first choose a workday or workdays that will not force the preferred staffing below

the minimums. The adjustment of the employee's normal schedule must be done prior to the pay period, except in cases where the school or training selection was made in the course of the pay period.

- iii. The employee may work hours outside their normal shift.
- iv. The supervisor shall have the ability to adjust schedules to satisfy the 80-hour pay period.

ARTICLE XI - HOLIDAYS

Section 11.1. Designation of Holidays

The following days shall be considered holidays during the term of this Agreement:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Juneteenth	Christmas Eve
Fourth of July	Christmas Day

For all those employees who do not work shifts, when the actual day of any of the preceding holidays falls on Saturday, the most previous Friday shall be considered as the holiday, and when the actual day of any of the preceding holidays falls on a Sunday, the next following Monday shall be considered as the holiday, provided, however, when the actual day of Christmas Eve falls on a Friday, the most previous Thursday shall be considered as the holiday, and when the actual day Christmas falls on a Monday, the next following Tuesday shall be considered as the holiday. For all employees who work shifts, any paid holiday shall be deemed to be on the actual day that any such holiday occurs or is traditionally observed as opposed to any day when other employees who do not work shifts are entitled to be off from work as set forth above.

Section 11.2. Eligibility

In order to receive a paid holiday or holiday pay pursuant to Section 11.3, an employee must work the last scheduled workday preceding and the first scheduled workday following the holiday.

Section 11.3. Paid Holiday or Holiday Pay

To compensate an employee for the holiday, the employee shall be entitled to be off from work with pay for his regularly scheduled hours of work on the paid holiday, at the discretion of the Police Chief or his designee, or to additional compensation in the form of holiday pay in lieu of the paid holiday. Any employee actually working on a paid holiday shall receive such holiday pay in an amount equal to two and one-half (2½) times his regular straight-time hourly rate of pay for the first eight (8) hours actually worked, with, if applicable to a ten (10) hour shift, the next two (2) hours actually worked at one and one-half (1½) times his regular straight-time hourly rate of pay. Any additional hours worked on a paid holiday shall be considered overtime. Any overtime on a paid holiday shall be paid at two and one-half (2½) times his regular straight time hourly rate of pay. Any employee whose regularly scheduled day off falls on a paid holiday shall receive such holiday pay in an amount equal to his regular straight-time hourly rate of pay for up to eight (8)

hours of work not actually worked. Alternatively, an employee, at his option, may elect to receive, in lieu of holiday pay, compensatory time at the same rate as the applicable holiday pay. Any such compensatory time in lieu of holiday pay shall be subject to and inclusive of the maximum accumulation limitations and all other provisions of Section 10.8 of this Agreement.

ARTICLE XII - VACATIONS

Section 12.1. Allowance

An employee will earn vacation based upon the months of employment with the Village in accordance with the following schedule:

<u>Months of Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Annual Vacation Hours Earned</u>
Hire thru 48 months	3.08	80
49 through 168 months	4.62	120
169 through 240 months	6.16	160
241 through 252 months	7.69	200

Section 12.2. Vacation Eligibility

Vacation shall not accumulate during any pay period when the employee is on layoff, suspension or approved leave of absence without pay for the entire pay period. If the employee remains on the payroll but is receiving compensation for a work-related injury, the employee may continue to earn vacation leave for a period not to exceed twelve (12) months from the date of the employee’s injury.

Section 12.3. Vacation Pay

Vacation pay shall be paid at the rate of the employee’s regular straight-time hourly rate of pay in effect for the employee’s regular job classification at the time of the employee’s vacation.

Section 12.4. Vacation Scheduling

Vacation leave requests shall be submitted in writing on the form provided by the Village.

Beginning on or about each April 1 and October 1, all Sergeants who work shifts shall, by departmental seniority, submit their first choice for vacations for the following six (6) month period. Vacations during this six-month period must be scheduled for no less than one (1) workday. Vacations shall be scheduled insofar as practicable at times desired by each employee such that at least two (2) Sergeants shall be permitted to be on scheduled leave, including prescheduled training, at any one time if not assigned to the same shift, with the determination of preference being made on the basis of an employee’s length of service in rank, the needs of the Department and the remaining staff to perform the duties. Nothing in this section shall preclude more than two (2) Sergeants being on leave at one time provided that their absence does not create

overtime and the other Sergeant assigned to that shift is working. All vacation requests shall be submitted within 21 days of the posting of each sign-up list. A vacation schedule shall be available in the Police Chief's office on or before the beginning of each six-month period.

Vacations requested for the applicable six-month period on or after May 1 and November 1 of each year shall be scheduled at least thirty (30) calendar days in advance. Provided, however, vacation of one (1) or two (2) days duration shall be scheduled at least three (3) calendar days in advance. This vacation shall be scheduled on a first come, first serve basis. The Police Chief or his designee may waive the notice. Vacation must be scheduled in one (1) day increments and approved in advance by the Police Chief or his designee. Provided, however, the Police Chief or his designee may approve the use of vacation in lesser increments.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Police Chief or his designee in order to insure the orderly performance of the services provided the by Village.

Section 12.5. Limitation on Accumulation of Vacation

Vacation should ordinarily be taken as it is earned, provided, however, an employee may elect to accumulate, as of April 30 of any calendar year, vacation up to a maximum amount equal to the total amount of vacation that may be earned at such employee's current rate of earned vacation per pay period during twenty-four (24) months of continuous employment. Any amount of accumulated vacation in excess of that amount shall automatically be forfeited as of April 30 of such year.

Section 12.6. Pay Upon Termination

Employees shall receive compensation for all earned but unused vacation as of the employee's date of termination.

Section 12.7. Vacation Cancellation

In the case of an emergency or operational need, the Police Chief may cancel and reschedule any or all approved vacation in advance of its being taken or recall back any employee from vacation in progress. Employees desiring to cancel vacation must do so prior to the vacation schedule going into effect.

ARTICLE XIII - SICK LEAVE

Section 13.1. Allowance

An employee shall accrue 3.70 hours of sick leave for each completed two week pay period of full time employment, provided that the number of accumulated sick leave hours shall not exceed 2,080 hours at any one time. Sick leave shall be allowed for: (i) the personal illness, injury or disability of such employee or (ii) the illness, injury or disability of his spouse or child (including stepchild) living in the same household or of his parent (including stepparent and spouse's parent) if the care of any such person by such employee is medically necessary.

Section 13.2. Sick Leave Notification

In the event an employee is unable to work due to illness, injury or disability as provided above, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury, at the earliest possible time, but no later than two (2) hours prior to the start of his scheduled shift. The failure to provide such notification may result in the employee being off without pay, and may subject the employee to discipline as well. The employee must submit a request for sick leave pay as soon as possible upon his return to work, but no later than the second working day following the absence. The request must be made on the form provided by the Village and all questions must be answered fully. The claim for sick leave pay must be approved by the immediate supervisor.

Section 13.3. Medical Examination

A doctor's statement (verifying the nature of the illness/injury, that the employee or family member specified in Section 13.1 above was examined by the physician and that the employee was unable to perform the duties of the position or that the family member specified in Section 13.1 above was in need of such employee's care) shall be provided for any use of sick leave of three (3) or more consecutive days, unless specifically excused by the Police Chief or his designee. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave may be denied and the time off shall be without pay.

Section 13.4. Abuse of Sick Leave

It is specifically agreed that the Village retains the right to investigate sick leave usage and take corrective measures, including but not limited to, medical consultations (with a Village designated physician, at Village expense), and counseling and discipline, up to and including discharge. Additionally, if an employee is suspected of abuse, or if the employee has prolonged, frequent, or a pattern of absences, the Village reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement verifying the nature of the illness, that the employee or any family member specified in Section 13.1 above was examined by the physician, and that the employee was unable to perform the duties of the position or that the family member specified in Section 13.1 above was in need of such employee's care.

Section 13.5. Sick Leave Utilization

Sick leave shall be utilized in no less than one (1) hour increments.

Section 13.6. Sick Leave Accrual

An employee shall not be eligible to earn sick leave during any pay period that an employee is off on sick leave, layoff, suspension or approved leave of absence without pay for the entire pay period. If the employee remains on the active payroll and is receiving compensation for a work-related injury, the employee may continue to earn sick leave for a period not to exceed twelve (12) months from the date of the employee's injury.

Section 13.7. Payment for Medical Examinations

All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by insurance, except as specifically provided otherwise in this Agreement.

Section 13.8. Buyback

An employee who completes twenty (20) or more years of employment as a police officer of the Village and who retires or resigns in good standing shall have their Voluntary Employee Beneficiary Association (VEBA) account funded by cashing out a maximum of three hundred ninety (390) hours of accumulated but unused sick leave at the rate of thirteen (13) hours of pay for each full year worked for the Village. (For example, if any such employee retires in good standing after thirty (30) full years of service, any such employee would receive 390 hours of VEBA account contribution if any such employee had 390 hours of unused accumulated sick leave, i.e., 30 years x 13 hours = 390 hours of VEBA account funding). Such compensation shall be distributed at any such employee's then regular straight-time hourly rate of pay as of the date of his or her retirement.

Section 13.9. Retirement Health Care Funding Plan

As a condition of employment, every employee shall be enrolled in a Retirement Health Care Funding Plan (also known as a 115 Trust Account)(the "Plan"). The Plan is a tax-sheltered investment account designed to aid employees in saving for health-related expenses in retirement.

Under the terms of the Plan:

- (a) Payroll Deduction – Every employee shall contribute 4% of his base pay (pre-taxation) per pay period into the Plan by means of automatic payroll deduction.
- (b) Employee Retirement – An employee who retires in good standing with the Village shall be entitled to compensation for any accrued but unused benefit time remaining on the last day of his employment. As set forth in the Plan agreement, compensation due for any accrued but unused benefit time shall be paid directly to the Plan by the Village (pre-taxation). Benefit time compensation required for Plan contribution at retirement shall include: annual leave, personal leave, compensatory time, and sick leave, which shall be calculated in the method defined in Section 13.8 of this Agreement (up to a maximum of 390 hours). The Plan shall strictly adhere to any laws, rules, and regulations set forth by the Internal Revenue Service in the governance of the 115 Trust Accounts (or similar investment products). Every participant in the Plan shall name a beneficiary of his or her account in the Plan by completing a beneficiary form issued by the Village.
- (c) Employees who leave prior to retirement will have their accumulated benefit time (other than sick leave) deposited into the Plan.

ARTICLE XIV - PERSONAL LEAVE DAYS

Section 14.1. Personal Leave

Employees shall be entitled to two (2) days of personal leave of personal leave each fiscal year. Such days of personal leave must be taken in increments of one (1) shift, but may be taken in conjunction with any other accumulated paid leave (other than sick leave) for the purpose of achieving the requisite workday hours. Except in the event of a personal or family emergency or other serious circumstance, requests for personal leave shall be made at least four (4) hours in advance if possible and shall not be unreasonably denied. Personal leave shall not accumulate from one calendar year to the next and will be forfeited if not used.

Section 14.2. Additional Personal Leave

An employee shall be entitled to an additional personal leave day during a calendar year if such employee has used no more than two (2) total shifts of sick leave between May 1 and April 30 of the previous calendar year. The additional day of personal leave must be taken in increments of one (1) workday, but may be taken in conjunction with any other accumulated paid leave (other than sick leave) for the purpose of achieving the requisite workday hours, and any request for such additional day of personal leave of personal leave shall not be unreasonably denied. Such additional day of personal leave shall not accumulate from one calendar year to the next and will be forfeited if not used.

Each member of the bargaining unit shall be entitled to a personal day off on the member's birthday (to be selected in the same month as their birthday). This personal day is offered in exchange for the elimination of the PT test.

Section 14.3. Alignment of Benefit Time

All benefit time (annual leave, compensatory time and sick leave) shall be aligned with the Village's fiscal year which is May 1st through April 30th.

ARTICLE XV - ADDITIONAL LEAVES OF ABSENCE

Section 15.1. Discretionary Leaves

The Village may, in its sole discretion, grant an unpaid leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave.

Section 15.2. Family and Medical Leave

The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act in accordance with what is legally permissible under the Family and Medical Leave Act.

Section 15.3. Military Leave

Military leave shall be granted in accordance with applicable law, as it may from time to time be amended.

Section 15.4. Jury Duty Leave

Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury duty and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared and served as a juror. The employee shall remit any jury duty fees to the Village in order to receive pay for such jury duty. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. An employee shall return to work when not actually appearing or serving as a juror and immediately upon release from jury duty.

Section 15.5. Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere, including self-employment, during any leave of absence, without written permission of the Village, may be terminated by the Village. Permission for employment during a leave of absence shall be determined on a case-by-case basis, after review of the circumstances and the reason for the leave of absence.

Section 15.6. Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief as far in advance as practicable. The request shall state the reason for the leave of absence and the length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Police Chief and it shall be in writing.

Section 15.7. Funeral Leave

In the event of the death of a member of the immediate family, an employee will be granted up to three (3) consecutive working days with pay as funeral leave if the employee attends the funeral. For purposes of this section, the immediate family shall be defined as spouse, children, spouse of children, parents of employee or spouse, brother or sister of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse or a person who lives in the household of the employee. Additional days off are subject to the prior approval of the Police Chief or his designee and shall be deducted from the employee's vacation or compensatory time. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if the Employer has reason to believe abuse of this leave has occurred.

Section 15.8. Union Leave

A leave of absence without pay shall be granted, to the extent that there is no interference with the operations of the Police Department, to employees who are selected, delegated or appointed to attend conventions or education conferences of the Council. No more than one (1) employee shall be granted such leave at any one time and the total hours of any such leave shall not exceed thirty (30) hours in any calendar year of the Village. Any request for such leave shall be submitted in writing by the Council to the Chief of Police at least 30 days prior to the date(s) for which such leave is requested and shall be answered, in writing, no later than ten (10) days following the request, with the final authority to grant such leave residing with the Chief of Police. The regular work schedule(s) of the employees so selected, delegated or appointed to attend

conventions or education conferences of the Council shall be adjusted, to the extent possible, so as to make the date(s) requested to be the employee's regular day off.

ARTICLE XVI - INSURANCE

Section 16.1. Hospitalization and Medical Insurance Coverage

The health insurance program in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village retains the right to change insurance carriers or to self-insure as it deems appropriate, so long as the new basic benefits are relatively similar to those which were in effect on the effective date of this Agreement.

Section 16.2. Cost

The employee shall pay a \$15.00 contribution and the Village shall pay the balance of any monthly premium in effect to provide such insurance coverage for the employee only. If the employee elects any such insurance coverage for his eligible dependents, the employee shall pay such part of the entire cost of the monthly premium in effect for the dependent portion of any such insurance coverage as may then be payable by other Village employees generally for such dependent portion, including as changed from time to time. Any such payments by the employee for the \$1.00 "opt out" or \$15.00 contribution of the monthly premium for the employee coverage and for the applicable amount of the monthly premium for the dependent coverage shall be deducted from the first two (2) paychecks of the employee in each month. The Village agrees to continue to research the policy of providing compensation to employees who opt out of the Village's health insurance program. To the extent that nonbargaining unit employees receive such compensation, the Sergeants shall receive the same compensation.

Section 16.3. Cost Containment

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.

Section 16.4. Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in Section 16.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 16.5. Term Life Insurance

Each employee covered by this Agreement shall be provided with the same term life insurance coverage as other Village employees generally. Provided, however, the amount of life insurance coverage shall not be less than \$15,000. The Village retains the right to change carriers and/or self-insure this benefit.

Section 16.6. Village Insurance Benefit Reciprocity

In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and costs and notwithstanding the foregoing provisions of Section 16.1, the parties agree that if the Village makes any changes or modifications with respect to any insurance benefits and costs that are applicable to other Village employees generally, then such changes or modifications in benefits and costs shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other Village employees generally. The Village agrees to notify the Union of any such changes or modifications in benefits and costs within a reasonable time after the Village receives such information and, upon request from the Union to meet and discuss with the Union any such changes or modifications with respect to any insurance benefits and costs.

Should the Village receive sufficient advance notice of an increase in the costs of health insurance such that it determines to change or modify health insurance benefits and costs, the Village may, on its own initiative or upon request of the Union, request that a health insurance committee comprised of management and employee representatives review any such changes and modifications to plan benefits and costs and make a recommendation to the Village, including possible alternatives to the proposed changes and modifications. The Village reserves the right, however, to make any final decision as to any such changes and modifications in benefits and costs.

ARTICLE XVII - COMPENSATION

Section 17.1. Wage Schedule

Sergeants shall be compensated in accordance with the hourly rate of wages schedule attached to this Agreement as Appendix C and as described in Section 17.2 below.

Section 17.2. Wage Increases

The hourly rate of wages of employees covered by this Agreement who have been employed as a Sergeant with the Village shall be as set forth in Appendix C. An employee eligible for a step increase in accordance with the hourly rate of wages schedule shall receive the step increase on his anniversary date of employment.

Section 17.3. Tuition Reimbursement

Employees shall be eligible for tuition reimbursement in accordance with the provisions of the Rantoul Code, as it may, from time to time, be amended. It is understood by the parties that changes to the tuition reimbursement policy are subject to impact and affects bargaining pursuant to Section 14 of the Illinois Labor Relations Act.

Section 17.4. Investigator Pay

An employee assigned to perform as Police Investigator shall receive (i) eight (8) hours of pay at his or her regular straight-time hourly rate of pay or, at his or her option, eight (8) hours of compensatory time for each weekend period of on-call (Friday afternoon through Monday morning); or (ii) four (4) hours of pay at his or her regular straight-time hourly rate of pay or, at his or her option, four (4) hours of compensatory time for each holiday of on-call (twenty-four

(24) hour holiday period). Investigators shall also receive one hour of additional pay or compensatory time at his or her regular straight time hourly rate for every non-weekend night (Monday-Thursday) that they are on call, which is not a holiday. Any such election to receive compensatory time by any such employee under this Section 17.4 shall be subject to the provisions of Section 10.8 of this Agreement with respect to restrictions upon accumulation and use.

Section 17.5. Senior Sergeant/Sergeant in Charge

The Sergeant assigned by his supervisor to perform the duties of Senior Sergeant, or the Senior Sergeant on the shift, shall be Sergeant in charge of the shift for all intents and purposes.

Section 17.6. Canine Officers

An employee designated as canine officer by the Police Chief or his designee, who is then currently working with a dog and, at the discretion of the Police Chief, takes the dog home, shall perform the following activities and be compensated for at-home/off-duty activities with the assigned dog as follows:

A. Canine officers shall perform the following duties relative to their assigned dog during the course of their duty shift:

1. Exercise;
2. Training;
3. Feeding (1x day) (if the officer is not assigned to midnights);
4. Procuring food and supplies (if the officer is not assigned to midnights);
5. Non-emergency trips to veterinarian (if the officer is not assigned to midnights);
6. Grooming; and
7. Cleaning of squad car.

B. The Canine Officers shall be allowed seven (7) hours per week for the following at-home/off-duty activities with the assigned dog:

1. Cleaning dog's kennel or other place where the dog is kept, and cleaning up after the dog;
2. Feeding (1x per day unless the officer is assigned to midnights and then 2x per day);
3. Breaks/Exercise off-duty;
4. Emergency medical treatment;

5. Non-emergency trips to the veterinarian (if the officer is assigned to midnights); and
 6. Procuring food and supplies (if the officer is assigned to midnights).
- C.
1. The canine officer's scheduled duty shift shall be reduced by seven (7) hours per week (one and three-quarters (1 3/4) hour for each ten (10) hour duty day) to compensate for the above at-home/off-duty activities with the assigned dog.
 2. If an officer reasonably believes additional time is necessary for off-duty at home canine care in excess of the seven (7) hours per week allowance for any week, absent an emergency, the officer must request permission in advance of those activities and shall submit a request identifying the activities to be engaged in, the times/days on which they will take place and the duration of the activities, to his/her supervisor prior to the day on which the activities will occur.

D. The parties also recognize that certain canine activities are not compensable as canine-related activities. Such activities include but are not limited to transporting the dog (other than to and from the veterinarian or during the officer's work/duty time), cleaning of personal vehicle, attendance at family events, maintenance work on squad, consulting with Village employees about obstacle course, travel to and consult with other departments regarding canine equipment, searching for training areas, playing with the canine and like activities, absent advance approval from the Police Chief or his designee.

E. The parties also recognize that if the officer will not be available at home overnight to care for the canine, he must consult with and receive permission from the Chief or his designee for care of the canine in his absence or alternatively, for the canine to travel with the officer.

Section 17.7. Shift Differential

Shift differential of \$.25 per hour for any hours worked on any a shift outside normal day shift as it coincides with the shift sign up as designated by the Chief of Police or his/her designee beginning on May 1, 2016 and said differential shall increase to \$.30 per hour beginning May 1, 2017.

ARTICLE XVIII - UNIFORMS

Section 18.1. Uniforms

The Police Chief or his designee shall have the right to establish the type, style and color of uniforms and the equipment to be used by Sergeants, which may be changed from time to time, as well as the rules and regulations concerning the use, wear and replacement of uniforms and equipment. The list of currently required uniform apparel and equipment is attached hereto as Appendix D of this Agreement.

The Village shall provide each Sergeant with an initial issue of all required uniform apparel and equipment and shall replace such apparel and equipment, on an as-needed basis, as determined by the Police Chief or his designee. The Chief or designee may require that the item to be replaced be inspected for wear and/or damage. Each Sergeant may request that any such apparel and equipment be replaced, and when approved, any such replacement apparel and equipment shall be ordered by the Police Chief or his designee on a weekly basis. Any such approval shall not be unreasonably denied.

Section 18.2. Clothing Allowance

An employee assigned to serve as Police Investigator or other specialty position as designated by the Chief of Police shall receive an annual uniform allowance in a lump sum amount of \$800.00 (\$400.00 in January and \$400.00 in July), in lieu of the uniform provided pursuant to Section 18.1 above. If a Police Investigator or other specialty position uniform is provided, the employee, upon appointment to the position, will only receive a one-time lump sum uniform allowance of \$800.00 to purchase appropriate court apparel. A newly hired/assigned employee shall begin receiving the allowance in either the January or July following his assignment, whichever occurs first. The Police Chief shall have the right to establish rules and regulations defining the appropriate attire for this assignment.

ARTICLE XIX - DISCIPLINE

The parties recognize that the Board of Fire and Police Commissioners of the Village has certain authority over the employees covered by this Agreement, except as specifically modified in this Agreement. Nothing in this Agreement is intended in any way to replace or diminish that authority.

Section 19.1. Definition

The parties recognize the principles of progressive and corrective discipline. Discipline may include but shall not be limited to the following measures:

- (a) Oral warning
- (b) Written reprimand
- (c) Suspension without pay
- (d) Discharge

The Employer's agreement to use progressive and corrective discipline does not prohibit the Employer from imposing discipline which is commensurate with the severity of the offense.

Section 19.2. Just Cause

No employee covered by this Agreement shall be disciplined, suspended or discharged without just cause.

Section 19.3. Notification

The Employer shall notify both the employee involved and the Council of any suspensions or discharges. Such notification shall be in writing.

Section 19.4. Disciplinary Investigation

The Village agrees to abide by the requirements of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1, et seq.), as it may from time to time be amended.

Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against an employee being questioned, that employee may request that a local Union representative be present. It is recognized that an employee may not insist that a particular representative be present.

If the employee requests a Union representative, the supervisor shall either suspend the investigatory interview until a Union representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Village may act on the basis of information obtained from other sources).

It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Village retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Union representative.

This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee performance evaluations, routine requests for information related to the performance of duties or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 19.5. Pre-Disciplinary Meeting

For discipline other than oral or written reprimands (suspensions without pay or discharge), prior to notifying the non-probationary employee of the contemplated discipline to be imposed, the Employer shall meet with the non-probationary employee involved, inform the non-probationary employee of the basis for such contemplated discipline and give the non-probationary employee an opportunity to respond. Upon request, the non-probationary employee may be represented by a Union representative.

Section 19.6. Review of Discipline

An employee may elect to have reprimands imposed by the Police Chief reviewed through the grievance procedure of this Agreement, provided, however, no reprimand may be submitted to arbitration. Unpaid suspensions of one (1) through five (5) days imposed by the Police Chief shall be reviewed and appealed only in accordance with the rules and regulations of the Board of Fire and Police Commissioners and the administrative review provisions of the Illinois Compiled Statutes, and shall not be subject to the grievance and arbitration provisions of this Agreement. Provided, however, the Board of Fire and Police Commissioners shall have no authority to increase

the penalty imposed by the Police Chief. The parties agree that the Police Chief shall also have the authority to impose unpaid suspensions in excess of five (5) calendar days as well as to discharge a Sergeant. Unpaid suspensions in excess of five (5) calendar days as well as discharges shall be reviewed only in accordance with the grievance and arbitration provisions of this Agreement and shall not be subject to review by the Board of Fire and Police Commissioners of the Village. Any such grievance over discipline shall be initiated at Step 2 (Police Chief) and filed within seven (7) calendar days of the receipt of the discipline.

ARTICLE XX - DRUG AND ALCOHOL TESTING POLICY

Statement of Policy:

It is the policy of the Village that it is reasonable to expect persons entrusted with the safekeeping of a community to be free from the adverse effects of drugs and alcohol while in the performance of their duties. In the interest of employing persons who are fully fit and able for duty, and for the safety and well being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, and to implement general policies regarding substance abuse in the workplace.

Section 20.1. Definitions

A. “Drug” shall mean any controlled substance listed in 720 ILCS 550/1, et seq. or 21 U.S.C. §812, et seq., including an analog of any listed drugs for which the person tested does not submit a valid pre-dated prescription, and all illegal drugs. “Illegal drug” shall be defined as cannabis and controlled substances under state or federal law which are not being used under the supervision of a licensed health care professional, or otherwise in accordance with law.

B. “Positive Test Result” is one where the specimen tested contains drug or drug metabolite concentrations at or above the concentration specified in Title 49 of the Code of Federal Regulations.

C. “Drug Abuse” shall be defined as the use of any drug, as defined in Section 19.1. A, above, the use of any prescription drug which has not been legally prescribed and dispensed, or the abuse of a legally prescribed drug.

D. “Alcohol Abuse or Being Under the Influence of Alcohol” shall be defined for these purposes as a blood alcohol content of .03 or more. A blood alcohol content of less than .03 shall not preclude the Employer from acting to prove that the employee was unable to perform his duties properly or was impaired while on duty.

E. The Parties agree that CBD products which do not include THC as a listed ingredient will not be considered drugs as referenced in this collective bargaining agreement. Use of such products shall be allowed pursuant to this Article.

Section 20.2. Prohibitions

Employees shall be prohibited from:

- (a) Possessing, manufacturing, distributing, dispensing, using, selling, purchasing, abusing or being under the influence of alcohol at any time during the course of the workday or anywhere on any Village-owned property, including Village buildings and Village-owned vehicles, except as expressly required in the performance of the employee's official duties;
- (b) Possessing, manufacturing, distributing, dispensing, using, selling, or purchasing or abusing any drug as defined in Section 19.1.A. above at any time and at any place except as expressly required in the performance of the employee's official duties;
- (c) Abusing a prescription drug which has been legally prescribed and dispensed to the employee;
- (d) Failing to (i) immediately disclose to his supervisor any medication-related work restrictions, or (ii) disclose to his supervisor when taking medication whose container has warnings that the medication may affect an employee's ability to perform his or her job, or to drive or operate machinery;
- (e) Testing positive for a drug, as defined in Section 19.1.A above or abusing or being under the influence of alcohol as defined in Section 19.1.D above;
- (f) Failing to comply with this Article; or
- (g) Refusal to submit to a drug/alcohol test which shall also include but not be limited to attempting to tamper/substitute or tampering with/substituting the urine sample.

Committing any of the prohibited acts listed above will result in disciplinary action, up to and including discharge.

Section 20.3. The Administration of Tests

A. Informing Employees Regarding Drug/Alcohol Policy

All employees shall be informed, in writing, of the Employer's drug/alcohol testing policy before testing is administered. All newly hired employees will be provided with this information before commencing work.

B. When a Test May Be Compelled

- (1) **Reasonable Suspicion.** If there is reasonable suspicion that an employee has committed any of the prohibited acts listed in Section 19.2 (a), (b), (c) or (d) above, the employee may be required to undergo drug/alcohol testing. In the event reasonable suspicion does exist, the Employer shall arrange for the drug/alcohol test.

- (2) Other. Drug/alcohol testing may also be required when an employee seeks to be transferred to a drug enforcement group or other specialty position (i.e., DARE Sergeant).

C. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person has committed any of the prohibited acts listed in Section 19.2 (a), (b), (c) or (d) above.

Reasonable suspicion shall be based upon the following:

- (1) Observable phenomena, such as direct observation of use or the verifiable physical symptoms resulting from using or being under the influence of drugs as defined in Section 19.1.A above or alcohol as defined in Section 19.1.D above; or
- (2) Information provided by an identifiable, reliable and creditable third party that an employee has committed any of the prohibited acts listed in Section 19.2. (a), (b), (c) or (d) above.

D. Order to Submit to Testing

On the first business day after the day the employee submits to the testing authorized by this Article, the Employer shall provide the employee with written notice setting forth the objective facts and reasonable inferences to be drawn from those facts which form the basis of reasonable suspicion for the order to test. At the time of the order to test, the Employer shall verbally provide the employee with the general facts supporting the order to test.

When testing is ordered, the employee may be temporarily re-assigned or relieved from duty and placed on leave with pay pending the receipt of results. The employee will not be subject to any other adverse employment action relating to this charge during the pendency of the testing procedure. The re-assignment shall be immediately discontinued in the event of a negative test result.

Section 20.4. Conduct of Test and Testing Standards

A. In conducting the drug testing authorized by this Article, the Village shall:

- (1) use only a clinical laboratory, forensics laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and that has been or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (2) ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- (3) establish a chain of custody procedure for both sample collection and testing that will ensure 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;

- (4) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (5) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- (7) 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 Chief or his designee within seventy-two (72) hours of receiving the results of the tests;
- (8) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation tests 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 inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- (9) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.

B. In conducting the alcohol testing authorized by this Article, the Village shall:

- (1) ensure that all technicians are trained and equipment is calibrated;
- (2) conduct breath tests to detect the presence of alcohol;

- (3) 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 .03 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 20.5. Right to Contest

The employee, with or without the Union, shall have the right to file a grievance commencing at Step 2 of the grievance procedure concerning any test permitted by this Article. The employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 20.6. Voluntary Request for Assistance

The Employer shall not discipline or take any adverse employment action against an employee who for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the testing of an employee or unless the employee is found impaired, using drugs or alcohol or under the influence of drugs or alcohol on the job. The Police Chief or his designee may, however, at his discretion, require re-assignment or relief from duty if the employee is unfit for his current assignment.

The Village strongly encourages employees with drug or alcohol problems to seek professional help. The Village will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance. Seeking assistance, however, does not insulate an employee from discipline for violation of Village rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of Village rules. Further, employees seeking assistance may also be subject to random testing during and for eighteen (18) months following successful completion of an employee assistance/treatment program.

All voluntary requests for assistance shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except re-assignment or relief of duties as described above. The Employer's obligation to provide treatment under this Article shall be limited to services provided and paid for by the Village's insurance plan in which the employee is enrolled.

Section 20.7. Duty Assignment

In the event the nature of the treatment program (e.g., outpatient treatment) allows the employee to continue to work during his treatment, the Employer shall maintain the individual's previous employment status with the exception of possible re-assignment or relief of duties as set forth above. In the event an employee participates in an in-patient program which precludes continued employment, the employee shall be required to use sick leave, vacation and/or personal time. If the employee has exhausted all accumulated benefit time, he may be placed on an unpaid leave.

Section 20.8. Confidentiality of Test Results

Each employee will be provided with a copy of all information and reports received by the Employer in connection with the drug/alcohol testing and the results under this Article. The results of drug and alcohol tests will be disclosed to the person tested, the Police Chief, the Village

attorney, other officials with a “need to know”, others who may be mutually agreed to by the parties, and to those permitted by law. Where a grievance and/or other proceedings have been initiated by or on behalf of an employee that involves the drug testing information, that information may be used in the proceeding. Any member whose drug/alcohol test is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 20.9. Use of CBD Products

CBD products which do not include THC as a listed ingredient will not be considered drugs as referenced in the collective bargaining agreement. Use of such products shall be allowed pursuant to this Article.

ARTICLE XXI - GENERAL PROVISIONS

Section 21.1. Duty Trades

Duty trades shall be allowed at the discretion of the Police Chief or his designee. Requests for such duty trades shall follow procedures as established or modified by the Police Chief. Duty trades are a privilege which shall not interfere with the operation of the Police Department or result in the payment of overtime.

Even if an employee requests and receives authorization to exchange duty with a second employee, if the second employee is unable to work the duty, the duty time shall be deducted from the first employee’s appropriate accumulated benefit time. The deductions allowed herein shall not limit the ability of the Village to discipline an employee for abuse of duty trade privileges. Any hours worked in accordance with this provision shall be counted as hours worked by the employee originally scheduled to work.

Section 21.2. Light Duty

The Village may require an employee who is on a paid or unpaid leave of absence, including leaves for work-related accidents or injuries, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village’s physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within one hundred twenty (120) calendar days. Employees may also request light duty assignments in accordance with the provisions of this Section. The terms and conditions of any light duty assignment shall not conflict with the express terms of the Agreement; provided, however, the work schedule shall be determined exclusively by the Police Chief or his designee. Generally, a light duty assignment under this Section shall not exceed one hundred twenty (120) calendar days. The Village reserves the right to terminate any light duty assignment at an earlier time.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within one hundred twenty (120) calendar days, the Village retains the right to terminate the employee’s light duty assignment.

Nothing herein shall be construed to require the Village to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the Police Officers Pension Board of the Village in dealing with an employee on a disability pension.

Section 21.3. Physical Fitness Requirements

All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Police Chief may establish reasonable minimum physical fitness standards for all employees. While employees may be required to participate in any such physical fitness testing, no employee will be disciplined for failure to meet departmental physical fitness standards as long as the employee makes a good faith effort to comply with such physical fitness standards. Prior to implementing any such physical fitness standards, the Police Chief shall review and discuss such physical fitness standards at a labor-management meeting. Any employee who believes it necessary to have a medical examination before participating in any such physical fitness testing shall arrange any such medical examination through his own physician. To the extent not covered by an employee's health insurance, the Village shall reimburse the employee for the cost of any such medical examination not so covered upon presentation by the employee of the applicable bill or statement for any such medical examination. The Department will provide a \$250.00 cash incentive for any bargaining unit member who completes an annual wellness physical exam during the fiscal year. (The Employer will not have access to the results of the physical exam).

Section 21.4. Outside Employment

Employees shall not be employed by employers other than the Village, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Such outside employment shall be in conformance with rules and regulations as may be promulgated from time to time by the Police Chief and shall not: (1) result in a conflict of interest or bring the department into disrepute; (2) result in outside work during an employee's work shift; (3) involve the use of Village equipment or supplies; (4) become the employee's primary job; or (5) infringe on the employee's ability to do his or her job for the Village. Employees seeking permission to: (1) perform outside employment; or (2) change that employment; shall apply in writing to the Police Chief for approval on a form provided by the Village. Such application shall be approved or denied, based upon the above-referenced criteria, within a reasonable time. If outside employment, including self-employment, has been approved or permitted by the Police Chief, and if it later appears that such outside employment, including self-employment, is resulting in activity which would not be approved if initially requested under this Agreement, such approval for such outside employment may be revoked.

Section 21.5. Americans with Disabilities Act

Notwithstanding the other provisions of this Agreement, the Village may take all actions necessary to comply with the Americans with Disabilities Act. Nothing contained herein is

intended to preclude a grievance, in accordance with the provisions of Article V, alleging that a Village action violates the Agreement and is not necessary to comply with the Act.

Section 21.6. Fitness Examinations

If the Employer has a reason to question an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense, the employee have an examination by a qualified and licensed medical professional selected by the Employer. If it is determined that the employee is not fit for duty, the Employer may take the appropriate actions including, but not limited to, placing the employee on sick leave or an unpaid medical leave, if the employee has exhausted all of his sick leave.

An affected employee shall be notified in writing of any such examination. The written notice shall contain the reason(s) why the employee is being required to submit to such examination.

Section 21.7. Personnel Files

The Village agrees to comply with the provisions of the Personnel Records Review Act, as it may from time to time be amended.

Section 21.8. Bullet-Proof Vests

The Village agrees to replace bullet-proof vests every five (5) years. Provided, however, a vest may be replaced sooner if replacement is determined necessary by the Police Chief or his designee. Uniformed employees issued bullet-proof vests shall wear the vests at all times while on duty.

Section 21.9. EMT Training

Employees will no longer be required to complete EMT training. Should the Village decide in the future to require EMT training, the Village will notify the Union. If the Union requests to bargain the impact within ten (10) calendar days of such notification, the Village will bargain the impact of such requirement.

Section 21.10. Residency

All employees covered by this Agreement shall be required to maintain a bona fide residence within twenty (20) miles of the corporate limits of the Village and to be timely present for duty as scheduled or within a period of time not to exceed thirty (30) minutes in response to any recall for duty. Any employee covered by this Agreement may petition the Chief of Police for an extension of ten (10) additional miles, to a total of thirty (30) miles from the corporate limits of the Village of Rantoul. In considering such requests the operational needs of the department will be given primary consideration. The Chief of Police will judge whether the request is consistent with the operational needs of the Department, considering, among other things, response time. Such requests shall not be unreasonably denied. Any failure to be timely present or to timely respond for duty because of the distance or time from an employee's bona fide residence shall not be a mitigating factor for any resulting absence or tardiness.

As used in this Section, the term “bona fide residence” denotes that any employee covered by this Agreement has a permanent abode or home in a particular place, and any such employee may not have a permanent residence in two places at the same time. In order to have a “bona fide residence” in a particular place, any employee covered by this Agreement must both establish a physical presence at such place and have the intent to make such place his permanent residence.

Section 21.11. Ammunition

Beginning on May 1, 2016, officers will be allotted handgun ammunition of the same caliber as their duty firearm, not to exceed 50 rounds per officer per fiscal quarter. Officers must submit the required agreed upon form reflecting that they are or were in receipt of the requested ammunition. All such ammunition shall be used exclusively for training purposes and such training shall take place at the Village police range or such other range as may be approved by the Chief of Police or his designee.

Section 21.12. Damaged Watch or Eyeglasses

Any watch or eyeglasses that are damaged, bent, lost, stolen or destroyed in the performance of police duties will be replaced, in an amount not to exceed \$200, by the Department, provided there was not contributory negligence on the part of the employee.

ARTICLE XXII - SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid, and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those held invalid and unenforceable.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article IV.

The parties acknowledge that during the negotiations which resulted in 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 or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, including the impact of the Village’s exercise of its rights specified herein on wages, hours or terms and conditions of employment.

ARTICLE XXIV - TERMINATION

After this Agreement is executed by both parties, it shall become effective as of May 1, 2024, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred twenty (120) nor less than ninety (90) days prior to the expiration date that it desires to modify this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, to the extent required by law, this Agreement shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2024.

FOR THE VILLAGE OF RANTOUL:

FOR THE UNION:

(SEAL)

Alyssa Haaker, Attorney
Illinois Fraternal Order of Police
Labor Council

APPENDIX A - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



APPENDIX B - GRIEVANCE FORM
(use additional sheets where necessary)

Lodge No. / Year / Grievance No.

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C - HOURLY RATE OF WAGES

<u>Year</u>	% increase
5/1/2024	increase base pay to \$53.00/hour
5/1/2025	4.25%
5/1/2026	2.50%
 Additional Step Increase:	
At twenty (20) years	5.00%
At twenty-five (25) years	2.00%

APPENDIX D - REQUIRED UNIFORMS AND EQUIPMENT

Winter Boots
Summer Shoes or Boots
Winter Fur Hat
Uniform Cap and Cap Cover
Hat Badge
Winter Coat
Lightweight Jacket
OR 4-in-1 Jacket in lieu of Winter Coat and Lightweight Jacket
Rain Coat
Breast Badge (2)
Wallet Badge and Wallet
Pants (4) – Combination of Class A and Utility Pants, at least one of each
Winter Pants
Summer Short Sleeve Shirts (3) - Combination of Class A and Utility Shirts, at least one of each
Winter Long Sleeve Shirts (3) - Combination of Class A and Utility Shirts, at least one of each
Name Tags (2)
Tie
Tie Tac
Traffic Safety Vest
Ballistic Vest
Polo Shirts (2)
Turtleneck and Dickey
Gloves
Velcro Inner Belt
Gas Mask
Riot Helmet and Shield
Duty Belt
Belt Keepers (4)
Holster (minimum Level 2 Retention)
Handcuffs (2) - (Chain or Hinged)
Magazine Pouch and Duty Ammunition
OC Spray (stream or foam) and OC Holster
Baton and Baton Holster
Radio Charger & Batteries (2)
Portable Radio
Radio Holster
Rechargeable Flashlight