

COLLECTIVE BARGAINING AGREEMENT

by and between

**THE VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL # 399**

May 1st 2025 THROUGH April 30th 2027

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AGREEMENT FOR PERIOD

May 1st 2025 THROUGH April 30th 2027

THIS AGREEMENT made and entered into as of May 1st 2025, by and between

THE VILLAGE OF RANTOUL

hereinafter referred to as the "Employer" or "Village,"

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL - CIO), hereinafter referred to as the "UNION," agrees as follows:

ARTICLE I |

The Parties agree to the following terms of this Agreement:

ARTICLE II | RECOGNITION – JURISDICTION

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time Employees including Gas Division Chief, Gas Technician, HVAC Technician, Pump Stations and Sanitary Division Chief, Pump Stations and Sanitary Operator, Street and Systems Foreman, Street and Systems Operator, Wastewater Chief of Operations, Wastewater Operator, Water Chief of Operations, and Water Operator working for the Employer at its facilities located in the Village of Rantoul as certified by the Illinois Labor Relations Board in Case No. S-RC-24-057.

ARTICLE III | RESPONSIBILITY FOR WORK

Section 3.1 Responsibilities

The bargaining unit Employees shall be responsible for and shall operate and maintain in good running order all machinery and equipment for which they are responsible. They shall perform all work that has traditionally and historically been within the work jurisdiction of the Employees, and assigned by the employer, except that they shall not be required to perform major repairs not reasonably expected of an Employee or monitor equipment while away from the job site without compensation for time spent in such activity.

Section 3.2 Established Bargaining Unit Work

All work which has traditionally and historically been assigned to and performed within the work jurisdiction of the Employees shall be performed by unit Employees, and the Employer shall not sublet or contract out such work (except major repairs not reasonably expected of an Employee).

Section 3.3 Obligations of Authority

Employees shall obey all orders of those in authority unless there is a safety concern. The Employee shall not be subject to disciplinary action for taking actions in good faith reliance upon conflicting instructions or orders from the non-bargaining unit supervisor and Director.

ARTICLE IV | NON-DISCRIMINATION

Section 4.1 Discrimination

Neither Employers nor the Union will discriminate against applicants or Employees with regard to employment, tenure, or any other term or condition of employment on the basis of race, sex, color, age, religious creed, national origin, or ancestry in violation of any law.

Section 4.2 Gender

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE V | EMPLOYMENT TERMINATION-DISCIPLINE

Section 5.1 Management Rights

It is recognized and agreed that the Employer has and shall continue to retain the sole right and authority to operate and direct the operations of the Employer in all its various aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically modified in this Agreement. The rights retained by the Employer include, but are not limited to, the following: the Employer's right to determine its mission and policies; to set standards of and for its operations; to determine the methods, means, organization and number of personnel needed to carry out such mission; to direct the working forces; to plan, direct, control and determine the operations to be conducted in and by the various departments or by the employees of the Employer; to schedule and

assign work; to hire and assign employees; to transfer employees between positions; to establish work hours; to establish work and productivity standards; to assign overtime; to make, alter and enforce reasonable rules, regulations, orders and policies; to change or eliminate existing methods, equipment or facilities, and to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; and, to promote, transfer, re-assign, and to discipline, suspend, demote or discharge for just cause; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement. The rights retained by the Employer are only limited by the specific provisions contained in this Agreement. In the event that any conflict occurs between this article and another provision of this Agreement, the other provision in this Agreement shall control.

Section 5.2 Discharge

Except for discharge for intoxication, insubordination, habitual absence, gross negligence, the unlawful use or possession of drugs or controlled substances, the unlawful use or possession of a weapon, or any threat of or action of violence, the Employer shall give to the Employee written notice five (5) days prior to the effective date of the discharge or five (5) days pay, in addition to vacation leave, compensatory time, and personal leave benefits which the Employee had accrued, to date of discharge. The day on which the notice is given shall be excluded from the five (5) day period. The Employee may resign by giving to the Employer the same notice. Employees who are laid-off or furloughed shall receive written notice ten days prior to the effective date of the discharge, or ten-days pay, in addition to all other benefits which the Employee has accrued to the date of discharge.

Section 5.3 New Hires

The names and addresses of all Employees newly hired or discharged shall be sent to the Union by the Bargaining Unit Supervisor within 72 hours after their hiring or discharge. A newly hired Employee without previous service with the Employer shall be considered a probationary Employee for the first six (6) months of their employment and shall not have recourse to the grievance procedure.

Section 5.4 Dues Check-Off

The Employer agrees that, for the term of the current collective bargaining agreement, or any extension thereof, between the Employer and International Union of Operating Engineers, Local 399 (the "Union"), it will deduct Union dues from the earnings of Employees from whom it has received lawfully executed written deduction authorizations, and remit such dues to the Treasurer of the Union or such other person as may be designated in writing by the Union. The Union will notify the Employer in writing of the exact amount to be deducted and will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

The regular monthly dues and the initiation fee, if due and owing, shall be by payroll deduction for Employees who have executed a written deduction authorization. The Employer shall remit such dues to the Treasurer of the Union or such other person as may be designated in writing by the Union no later than the 20th day of the following month after such deduction was made. Any Employer who, without a bona fide reason, intentionally fails to remit such deductions and the corresponding invoices to be correctly applied to the members within thirty (30) days on two (2) occasions within any twelve (12) month period shall, in the event of any subsequent failure, be required to pay in addition to the delinquent amount, and interest at the rate of two percent (2%) per month thereon.

Section 5.5 Political Education Fund

The Employer will deduct a minimum of ten dollars (\$10.00) per month from Employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not conditions of membership in the International Union of Operating Engineers, Local 399, or employment with the Employer. Payments will be made either by a separate check payable to Local 399 IUOE PEF or via wire transfer at the Employer's option. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE PEF has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

ARTICLE VI | BARGAINING UNIT SUPERVISOR'S DUTIES

The Bargaining Unit Supervisors, in addition to performing bargaining unit work, shall be responsible to the Employer for the safe, economical operation of the plant and systems and for all persons employed under the direction of the Supervisor. The Supervisors shall also be responsible for orientation and training of Operators and Technicians under their direction. They shall receive their orders from the Director or Assistant Director, who shall be responsible to the Employer for carrying out the orders of the management in the operation of the Village. The Employer shall inform the Supervisor of any contemplated major repairs, or major improvements, to be made on the equipment.

ARTICLE VII | COMPENSATION

Section 7.1 Wages

Effective year one of contract: All employees in the bargaining unit shall receive a wage increase of two and three-quarter percent (2.75%) above their current hourly rate, or an adjustment to twenty-three dollars (\$23.00) per hour for non-supervisory labor OR thirty-six dollars (\$36.00) for supervisory positions, whichever is greater.

Effective year two of contract: All employees shall receive a wage increase of three percent (3.0%) above their hourly rate

No layoffs of bargaining unit members shall occur during the term of this contract only.

Section 7.2 Longevity

Bargaining unit employees shall receive the following longevity stipends based on years of continuous service as of December 1st each year, and paid on the first paycheck in December each year.

Five(5) to nine(9) years of service: \$100

Ten(10) to fourteen(14) years of service: \$300

Fifteen(15) to nineteen(19) years of service: \$500

Twenty(20) or more years of service: \$800

Section 7.3 Lead Pay

A responsibility premium of \$1.00 per hour shall be paid to the designated lead person during normal work hours or as required by the Director or designee when the Bargaining Unit Supervisor is away from the Village for eight (8) hours or more for vacations or other approved absences. The Director or designee shall determine which Employee receives the upgrade. The upgrade is being paid for the responsibility for ensuring tasks are scheduled and performed in a timely and safe manner, including the utilization of safety equipment, hard hats, eye protection, clothing, and any other necessary safety equipment or procedures, to ensure that traffic control is properly set up and maintained, to ensure that customers receive notification of shutdowns and that all Village policies and procedures are followed.

Section 7.4 On-Call Pay

The Village may establish a rotating on-call procedure. Employees are expected to wear an electronic device/cell phone at all times designated by the Director (or designee) and remain in the range of the equipment during the hours that the Employee is on-call pursuant to the rotating on-call procedure. If one Employee fills in for another Employee on-call, as evidenced by an authorized communication to the answering service, the substituting

Employee shall be paid. Failure to respond when on-call shall be cause for discipline, up to and including discharge. An Employee shall receive ten (10) hours of pay at the Employee's regular straight-time hourly rate of pay or, at such Employee's option, ten (10) hours of compensatory time for each weekend of on-call (Friday afternoon through Monday morning). An Employee shall receive eight (8) hours of pay at the Employee's regular straight-time hourly rate of pay or, at such Employee's option, eight (8) hours of compensatory time for each twenty-four (24) hours of on-call on a holiday. An employee shall receive two (2) hours of pay at the employee's regular straight time rate of pay or, at such employee's option, two (2) hours of compensatory time for each day on-call (Monday afternoon through Friday morning). An employee's election to receive compensatory time under this Section shall be subject to the provisions of Article XI of this Agreement with respect to restrictions upon accumulation and use. An Employee shall receive the appropriate overtime rate stipulated in Section 8.1 for call-ins.

Section 7.5 Phone Stipend

In recognition of the additional responsibility of being available by phone after hours, the Employer agrees to pay Employees a phone stipend of thirty-five Dollars (\$35.00) per month. The Stipend will be paid on the first pay period of every month to those Employees required to be available off-shift.

ARTICLE VIII | OVER-SCALE RATE

Section 8.1 Call-Ins

An Employee called back to work shall receive a minimum of two (2) hours of pay at one and one-half (1½) times the hourly rate or double time (2) pursuant to Sections 9.2 and 9.3.

Section 8.2 Early Reporting

Should any employee be required to report to work earlier than their normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate.

Section 8.3 Seniority

Seniority is the length of service in the bargaining unit for the Village. Seniority within a classification shall apply for choice of vacation, layoff, call back, vacancies on jobs, and shifts. Seniority shall also apply in promotions, provided that the Employee has the ability to perform the job. Seniority cannot be exercised until a vacancy occurs. Laid-off Employees shall be recalled in seniority order. After twelve (12) months on layoff, an Employee shall lose their seniority.

ARTICLE IX | WORK WEEK

Section 9.1 Work Schedules

Gas/HVAC

Monday through Friday 7:00 A.M to 3:30 P.M with one half (1/2) hour unpaid lunch

Pump Stations and Sanitary

Monday through Friday 7:00 A.M to 3:30 P.M with one half (1/2) hour unpaid lunch

Street and Systems

Monday through Friday 7:00 A.M to 3:30 P.M with one half (1/2) hour unpaid lunch

Water Operators

Rotating 12 hours

Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
12 A.M. -12 P.M.	C	C	A	A	C	C	C
12 P.M. -12 A.M.	D	D	B	B	D	D	D
Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
12 A.M. -12 P.M.	A	A	C	C	A	A	A
12 P.M. -12 A.M.	B	B	D	D	B	B	B

Outside Operator

Monday through Friday, 7:00 A.M. to 3:30 P.M. with one (1/2) hour unpaid lunch

Wastewater

Monday through Friday, 7:00 A.M to 3:30 P.M with one half (1/2) hour unpaid lunch

If the shift times or shift days are changed, absent an emergency, the Employer shall give a minimum of two (2) weeks' notice to the Employee and the Union. (The provisions of this Section shall not be subject to Article VIII of this Agreement.)

The workweek shall begin at 12:01 A.M. on Saturday and end at 12:00 midnight the following Friday.

Section 9.2 Regular eight (8) hour shifts M-F

Work in excess of forty (40) hours in any one (1) workweek shall be paid for at one and one-half (1½) times the regular hourly rate. Any hours worked on the sixth day of work in a workweek (Monday - Sunday) shall be paid for at time and one-half (1½), and any hours worked on the seventh day of work in a workweek (Monday - Sunday) shall be paid for at time and one-half (1½) UNLESS it is deemed "emergency work" by the Director at which point it will be paid at double time (2).

For the purpose of calculating overtime, the sixth day of work in a workweek shall be defined as the first regular scheduled day off, provided that the Employee has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on each regular workday of the workweek, and the seventh day of work in a workweek shall be defined as the second regular scheduled day off, provided

that the Employee has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on all of the other days in the workweek.

Overtime and holiday premiums shall not be duplicated or pyramided, and hours used to compute one premium shall not be used to compute another, provided that where two (2) or more premiums apply to the same hours worked, the highest shall be paid.

Section 9.3 Twelve (12) hour shifts

Work in excess of eighty (80) hours in any one (1) pay period shall be paid for at one and one-half (1½) times the regular hourly rate. Employees shall be paid time and one-half (1½) for hours worked on all scheduled days off, provided that the Employee has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on each regular workday of the workweek, and the seventh day of work in a workweek Employees shall be paid time and one-half (1½) UNLESS it is deemed “emergency work” by the Director at which point it will be paid at double time (2). The seventh day shall be defined as the last regular scheduled day off, provided that the Employee has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on all of the other days in the workweek.

Overtime and holiday premiums shall not be duplicated or pyramided, and hours used to compute one premium shall not be used to compute another, provided that where two (2) or more premiums apply to the same hours worked, the highest shall be paid.

Section 9.4 Extended shifts

It is understood by the Union and Employer that the necessity of extending shifts beyond regular hours for emergencies and operational needs. In such instances, when actual time worked in a 24-hour period exceeds 16 hours of bargaining unit work, the Employee shall be entitled to an 8-hour continuous break when released. If the break extends into the Employee’s regularly scheduled work day, the Employee shall thereby lose no time. During this break, upon mutual agreement by the company and Employee, an Employee may respond to emergency work and remain on overtime until a continuous 8-hour break has been granted. The Employee will return to work during the normal workday when the 8-hour continuous break has expired. It is understood that the Employee will take an 8-hour break when due.

ARTICLE X | HOLIDAYS AND HOLIDAY PAY

The following days, or the days on which they are legally observed, shall be observed as holidays:

HOLIDAYS		
New Year's Day	Independence Day	Christmas Eve
Martin Luther King Day	Labor Day	Christmas Day
Good Friday	Veteran's Day	
Memorial Day	Thanksgiving Day	
Juneteenth	Friday after Thanksgiving	

All Employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above, regardless of whether work is performed on the holiday or not. In addition to pay for the holiday, Employees shall be paid at one and one-half (1 ½) times the regular hourly rate for all hours worked on a holiday. If an Employee is not scheduled to work and is called in to work, the provisions of Section 8.1 shall be applied. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime over forty (40) hours for 8-hour Monday through Friday workers and over eighty (80) hours for 12-hour shift workers. with the exception of the Employee who received eight (8) hours of pay for a holiday which occurs on one (1) of such Employee's regular days off. Regularly employed Relief Employees shall receive the holidays which fall within their respective terms of employment in the village. The Employee whose shift falls partly within and partly without the holiday (12:01 A.M. to 12:00 P.M.) shall receive holiday pay if a majority of the hours of such Employee's shift fall within the holiday.

ARTICLE XI | 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) overtime hours worked Monday to Saturday or double (2) overtime hours worked on Scheduled days off/Holidays as defined in Article IX and X until the Employee has accumulated eighty (80) hours of compensatory time. If the Employee has accumulated eighty (80) hours of compensatory time, the Employee shall be eligible for overtime pay in accordance with Articles VIII and IX; Compensatory time may be scheduled in one (1) hour increments and only with the prior approval of the Director or designee. Employees shall not be able to schedule compensatory time until after they have earned such compensatory time. Accumulation of Compensatory time shall begin each year on May 1st, and any compensatory time accumulated but not used by April 30th of the following calendar year shall be paid at current wages.

ARTICLE XII | LICENSE AND CERTIFICATION INCENTIVES

The Employer will provide training opportunities for Employees to complete CEUs and continuing education through an accredited institution mutually agreed upon by the Employer and Employee.

All full-time, regular Employees are eligible to apply for training reimbursement for courses taken outside regular working hours or during regular working hours if the training is online after six (6) months of employment. Requests for reimbursement must be submitted and approved by the Director of Public Works prior to enrolling for any course. Courses and programs eligible for reimbursement must be, in the Employer's opinion, relevant to the Employee's present job. A course that is a requirement for CEUs must be directly relevant to an Employee's job to be eligible for reimbursement.

Training reimbursement for approved job-related courses will be paid based on the grade received for the course. A grade of "A" shall receive 100% reimbursement, a grade of "B" 90% reimbursement, a grade of "C" 80% reimbursement, and a grade of "D" at 70% reimbursement. Any course where a grade of "F" or a "Fail" is awarded will receive no reimbursement. No reimbursement will be paid for courses commenced before the effective date of this Agreement. To apply for reimbursement, Employees must complete a reimbursement request and obtain approval through the signature of the Director of Public Works or designee for each course or training program.

To receive reimbursement, Employees must submit a copy of the approved reimbursement request form, their attendance record, proof of cost of the course, proof of grade for the course, and proof of payment to the Director of Public Works.

Training reimbursement will be made only for the actual cost of the course/training materials.

Section 12.1 Water License

In addition to the base pay, Employees shall receive the following amounts for their Illinois Water classifications:

Class D= +\$0.75 per hour
Class B= +\$1.75 per hour

Class C= +\$1.25 per hour
Class A= +\$2.50 per hour

Section 12.2 Wastewater License

In addition to the base pay, Employees shall receive the following amounts for their Illinois Wastewater classifications:

Class 4= +\$0.75 per hour

Class 3= +\$1.25 per hour

Class 2= +\$1.75 per hour

Class 1= +\$2.50 per hour

Section 12.3 CDL

It is understood between the Union and the Village that certain Employees may be required to obtain a commercial driver's license. The cost to obtain such a license will be paid in full by the Employer. In the event the Employee separates from the Employer from the date of acquisition, the Employee will be required to reimburse the Employer on the following scale:

Within 1 year of the acquisition=100% of the total cost.

Within 2 years of the acquisition=75% of the total cost.

Within 3 years of the acquisition=50% of the total cost.

Within 4 years of the acquisition=25 % of the total cost

Five years or more = 0%

Section 12.4 Gas Training

Upon completion of the classes required for gas training, such individuals shall receive the following increments added to their base pay.

First four (4) classes= +\$0.50

Second four (4) classes= +\$0.75

Last four (4) classes= +\$0.75

Total=+\$2.00

Section 12.5 Other Required Certifications and Licenses

In addition to the base pay, Employees shall receive the following amounts for the following licenses and certifications:

Welding Certificate=+\$1.00 per hour

ARTICLE XIII | MISCELLANEOUS BENEFITS

Section 13.1 Uniforms and Boots

The Village will pay for the cost of uniforms (pants & shirts) and supply the following outer clothing as needed per department:

- Five (5) short-sleeved and two (2) long-sleeved shirts
- Five (5) pairs of pants
- One (1) Pair unlined bib overalls
- Pair lined bib overalls

The Employee can choose three items from the following list:

- One (1) Winter jacket
- One (1) Sweatshirt
- One (1) Double thick sweatshirt
- One (1) Three (3)-season jacket

The Director shall have the right to establish the type, style and color of uniforms and the equipment to be used, 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.

Employees are responsible for selecting and purchasing their own safety boots that meet the minimum safety standards

Section 13.2 Tools and Equipment

Tools and equipment required by the Employer shall be provided by the Village. The Village shall replace tools and equipment damaged or worn provided the Employee made every effort to preserve the tools and equipment provided to the Employee by the Village. Any tools or equipment which have been proven to be damaged or worn due to abuse, incorrect or inappropriate use, or mishandled by the Employee shall be the Employee's responsibility to replace or reimburse the Village for the cost to replace or repair.

Tools and equipment provided by the Employer are the property of the Village and must be returned to the Village when an Employee terminates employment. The Village may deduct from an Employee's final paycheck the value of any tools or equipment not returned.

Section 13.3 Other Benefits

If the Village provides the following benefits to unrepresented Village Employees, the Village will provide the benefits to bargaining unit Employees under the same terms and conditions and during the same period applicable to the unrepresented Village Employees:

- Cafeteria plan for Employee-paid insurance
- Deferred compensation plan
- Flexible spending account
- Employee assistance plan (EAP)
- Tuition reimbursement for job-related education
- Discounted rates on Forum membership and swim passes at the Village pool

ARTICLE XIV | VACATIONS

Section 14.1 Allowance

Any full-time Employee shall earn vacation based upon the months of continuous service in any position with the Village in accordance with the following schedule:

Months of Continuous Service	Bi-Weekly Hours Earned	Annual Vacation Hours Earned
Hire thru 48	3.08	80
49 thru 168	4.62	120
169 thru 240	6.16	160
241 and thereafter	7.69	200

No probationary Employee shall be entitled to use any such vacation until any such probationary Employee has been employed for six (6) months.

Section 14.2 Vacation Eligibility

Vacation shall not accumulate during any pay period when any full-time Employee is on layoff, suspension or approved leave of absence without pay for the entire pay period. If any such full-time Employee is receiving compensation for a work-related injury, any such full-time Employee may continue to earn vacation leave for a period not to exceed six (6) months from the date of the Employee's work related injury.

Section 14.3 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 14.4 Vacation Scheduling

Employees must submit vacation requests in writing to the director or designee, specifying their preferred dates, at least three (3) business days prior to the desired vacation start date. Vacation requests will be approved on a first-come, first-served basis based on the date and time the request is received. However, in cases where multiple employees submit requests simultaneously or scheduling conflicts arise, priority will be determined by employee seniority within the Village. Seniority is defined as the total length of continuous service with the organization. All vacation requests are subject to final approval by the Director of Public Works or his designee to ensure that essential business operations are not disrupted. Vacation leave is not considered approved until written confirmation is provided by the department manager. Vacation shall be used in no less than four (4) hour increments. If an

employee plans to utilize greater than ten (10) consecutive days of vacation leave, the employee shall submit their request no later than seven (7) calendar days in advance.

Section 14.5 Limitation on Accumulation of Vacation

Vacation should ordinarily be taken as it is earned, provided, however, an Employee may elect to accumulate, as of December 31 of any calendar year, vacation up to a maximum amount equal to twice the total amount you accrue annually.

Section 14.6 Pay Upon Termination

Employees shall receive compensation for all earned but unused vacation at the Employee's regular straight-time hourly rate as of the Employee's date of separation.

ARTICLE XV | SICK LEAVE

Section 15.1 Paid Leave for All Workers Act (820 ILCS 192)

The parties to this contract agree that the Village of Rantoul provides significant paid leave for all Employees covered by this agreement, which satisfies the accrual requirements of the Paid Leave for All Workers Act (820 ILCS 192). This leave can be used for any reason allowed by the Act. Foreseeable leave requires a 7-day notice. Unforeseeable leave requires notice "as soon as practical." Employees cannot be retaliated against for using paid leave. Health insurance coverage will be maintained during leave, with the Employee responsible for their share of the cost. A doctor's note will not be required for using paid leave under this policy unless requested for extended leave beyond forty (40) hours covered by the Act. This will apply to temporary, part-time, and full-time Employees in the bargaining unit. All other sick time beyond the forty (40) hours covered by this Act will be subject to the terms and conditions in the following sections of this Article.

Section 15.2 Allowance

Subject to the applicable provisions of this article any full-time Employee covered by this article shall accrue 3.69 hours of sick leave for each completed pay period of employment (with the 26th pay period accruing at 3.75 hours), provided that the number of sick leave hours that may be accumulated by any such full-time Employee shall not exceed 2,080 hours at any one time. Sick leave shall be allowed for the personal illness, injury, or medical appointment of any such full-time Employee or the illness, injury, or medical appointment of the Employee's spouse, domestic partner or child (including stepchild), sibling, parent (including stepparent and spouse's parent), grandchild (including a child of any stepchild) or grandparent if the care of any such person by any such full-time Employee is medically necessary.

Section 15.3 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 their immediate supervisor of their absence and the nature of the illness/injury at the earliest possible time but no later than prior to the start of their scheduled work day, unless circumstances beyond the control of the Employee (as determined by the Director) prevent the Employee from reporting or notifying. 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 their 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 Director or designee.

Section 15.4 Medical Examination

A doctor's statement (verifying the nature of the illness, injury, or disability, that any such full-time Employee covered by this article or family member specified in Section 15.2 above was examined by the physician and that any such full-time Employee was unable to perform the duties of their position or that the family member specified in Section 15.2 above was in need of any such full-time Employee's care) shall be provided for any use of sick leave of three (3) or more consecutive days unless specifically excused by the Director or designee of any such full-time Employee. If any such full-time Employee does not supply any such statement or documentation or if such statement or documentation is not deemed satisfactory, any such request for sick leave may be denied, and the time off shall be without pay.

Section 15.5 Abuse of Sick Leave

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), counseling and/or discipline, up to and including discharge. Additionally, if any full-time Employee covered by this article 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 any such full-time Employee to provide a physician's statement verifying the nature of the illness, that the Employee or any family member specified in Section 15.2 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 15.2 above was in need of the Employee's care.

Section 15.6 Sick Leave Utilization

Sick leave shall be utilized in no less than fifteen (15) minute increments.

Section 15.7 Sick Leave Accrual

Any full-time Employee covered by this article shall not be eligible to earn sick leave during any pay period that an Employee is off on layoff, suspension, or approved leave of absence without pay for the entire pay period. If any such full-time Employee is receiving compensation for a work-related injury, any such full-time Employee may continue to earn sick leave for a period not to exceed six (6) months from the date of the Employee's work-related injury.

Section 15.8 Payment for Medical Examinations/Physician Statements

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 15.9 Sick Leave Buyback

Any full-time Employee covered by this article who retires in good standing shall be paid, at the choice of the employee, 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 full-time Employee retires in good standing after 30 full years of service, any such full-time Employee would receive 390 hours of pay if any such full-time Employee had 390 hours of unused accumulated sick leave. (i.e. 30 years x 13 hours= 390 hours of pay). Such compensation shall be paid at any such full-time Employee's then regular straight-time hourly rate of pay as of the date of their retirement.

Section 15.10 Unused Sick Leave

Upon qualified retirement, years of service and age, employees may be eligible to convert unused and unpaid accumulated sick leave to Illinois Municipal Retirement Fund (IMRF) service credit. All decisions are at the sole discretion of IMRF and outside the control of the Village

ARTICLE XVI | PERSONAL LEAVE DAYS

Section 16.1 Personal Leave Allowance

Any full-time Employee covered by this article who has worked an entire calendar year shall be entitled to sixteen (16) hours of personal leave each calendar year. Such days of personal leave shall be scheduled in one (1) day increments and are subject to the prior approval of the Director or designee. The Director or designee may approve the use of any such personal leave in lesser increments or with less notice. Personal leave shall not accumulate from one calendar year to the next and shall be forfeited if not used. Any new full-time Employee covered by this article shall be entitled to such personal leave during the calendar year in

which he begins employment any day from January 1st thru June 30th. If an employee is hired between July 1st thru September 30th they will be awarded eight (8) hours of personal leave for that calendar year. Any employee hired on or after October 1st will not receive personal leave allowance for the calendar year in which they are hired.

Section 16.2 Additional Personal Leave

Any full-time Employee covered by this article shall be entitled to eight (8) additional hours of personal leave during any calendar year if any such full-time Employee has not used more than sixteen (16) hours of sick leave between January 1 and December 31 of the previous calendar year. Any new full-time Employee covered by this article shall not be eligible for any such additional day of personal leave until the calendar year after the Employee has completed one (1) full calendar year of continuous employment.

Such an additional day of personal leave must be scheduled in a one (1) day increment and is subject to the prior approval of the Director or designee. The Director or designee may approve the use of such additional day personal leave in lesser increments or with less notice. Such additional days of personal leave shall not accumulate from one calendar year to the next and shall be forfeited if not used.

ARTICLE XVII | ADDITIONAL LEAVE OF ABSENCE

Section 17.1 Discretionary Leave

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 17.2 Family and Medical Leave

The parties agree that the Village will 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 17.3 Military Leave

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

Section 17.4 Jury Duty or Witness Leave

Any full-time Employee covered by this article who is required to serve on a jury or is subpoenaed to be a witness in any criminal, civil, or administrative proceedings on behalf of the Village or in connection with Village business upon reasonable notice to their department head 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 or testimony and on which the Employee would otherwise have been scheduled to work. Any such full-time Employee shall submit evidence that he appeared and served as a juror or as a witness and shall remit any jury duty or witness fees to the Village in order to be eligible for any such pay. Any such full-time Employee may, however, retain any jury duty or witness funds specifically designated as reimbursement for travel or other expenses. Any such full-time Employee shall return to work when not actually appearing or serving as a juror or as a witness and immediately upon release from jury duty or testimony.

Section 17.5 Application for Leave

Any request for a leave of absence shall be submitted in writing by the Employee to the Director 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 Director, and it shall be in writing. During any leave granted through Article XVII the employee cannot actively work at a secondary employment without consent of the Director and the Village Administrator.

Section 17.6 Funeral Leave

In the event of the death of a member of the immediate family, any full-time Employee covered by this article shall 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 term "immediate family" shall be defined as the spouse, domestic partner, a child, spouse of child or parent of any such full-time Employee or their spouse, the brother or sister of any such full-time Employee or their spouse, grandparents of any such full-time Employee or their spouse, the grandchildren of any such full-time Employee or their spouse or any other person who at the time of such person's death lived in the household of any such full-time Employee.

If, in the opinion of the Director or designee, the scheduling of funeral-related activities justifies an exception to the "consecutive days" requirement, the Employee may be allowed to utilize paid funeral leave days in a nonconsecutive manner, provided that all paid funeral days be used within a period of time not to exceed two weeks.

Additional days off are subject to the prior approval of the Director or designee of any such full-time Employee and shall be deducted from the accumulated compensatory time, vacation, or personal leave of any such full-time Employee. Any such full-time Employee may be required to provide satisfactory evidence of the death of a member of their immediate family if the Village has reason to believe that any abuse of this funeral leave has occurred.

ARTICLE XVIII | INSURANCE

- a. Employees of the bargaining unit shall receive the same insurance benefits offered to all non-union employees of the Village, and members of the bargaining unit shall pay the same cost paid by all non-union employees.
- b. A Joint Labor Management Committee for Health Insurance will meet quarterly to discuss the Village's Health Insurance. The bargaining unit shall assign up to five members to this Committee.

ARTICLE XIX | NO-STRIKE CLAUSE

During the term of this Agreement, there shall be no strikes, lockouts, or picketing. Refusal of any Employee to cross a primary picket line shall not be grounds for discharge or disciplinary action.

ARTICLE XX | GRIEVANCE AND ARBITRATION PROCEDURE

If any Employee or the Union has a grievance, it shall be presented to the immediate supervisor outside of the bargaining unit within ten (10) working days after the event that gave rise to such grievance. Any grievance not presented to the Supervisor within ten (10) working days shall be deemed waived. If the grievance is not resolved in the meeting of the aggrieved Employee and the immediate supervisor within two (2) working days, the aggrieved Employee shall reduce the grievance to writing. Any grievance not disposed of according to the provisions of the preceding paragraph and all grievances involving the interpretation or application of this Agreement shall be processed as follows:

- A. The grievance shall set forth in writing all relevant facts and dates, the provisions of this Agreement allegedly violated or otherwise involved in the grievance, the requested remedy, and be presented within two (2) working days after the immediate supervisor's decision. The grievance shall be signed by the employee(s), or the authorized Spokesperson, or Business Representative. The written grievance shall be referred to the Director and it shall be signed and dated by the employee(s), or the authorized Spokesperson, or Business Representative. The Director shall discuss the grievance with no more than two (2) union representatives. The Director shall provide their answer, in writing, within five (5) working days of the meeting. If the grievance is not settled, it shall be referred to the Village Attorney and it shall be signed and dated by the employee(s), or the authorized Spokesperson, or Business Representative, no later than two (2) working days after the Director's decision. The Village Attorney shall meet with no more than two (2) union representatives. The Village Attorney shall provide their answer, in writing, within five (5) working days of the meeting.

- B. Within 15 days from the Village Attorney's answer, the Union or the Employer may request that the grievance be referred to an impartial arbitrator whose decision (award) shall be final and binding upon the Employer, the Employees and the Union. In the event that the parties are unable to agree on an arbitrator, the Employer, and the Union shall join in a request to the Federal Mediation and Conciliation Services, or the Illinois Labor Relations Board if the Federal Mediation Conciliation Service is unable to provide a panel within fifteen (15) business days, for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators (NAA) and are available to serve in Rantoul. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators who are members of the NAA shall be eliminated by the Union and Employer alternately striking one (1) name at a time beginning with the Union making the first strike. The remaining name shall be the arbitrator chosen, and their authority shall be limited to making a decision on the grievance in question in conformity with the terms of this Agreement. The arbitrator shall only consider and make a finding with respect to the specific issue or issues submitted to him/her in writing and shall have no authority to make a finding on any other issue not so submitted to him/her. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The cost of the arbitrator's services and a stenographic transcript shall be shared equally by the Employer and the Union. Any other expenses, such as wages, fees, living or traveling expenses of representatives or witnesses, must be paid by the party incurring such expenses.
- C. Pending exhaustion of the grievance procedure, including arbitration when necessary, the Employees (except any discharged without notice under Section 5.2 of this Agreement), shall continue to work, and the Employer shall continue in effect the working conditions which existed prior to the time the grievance arose.
- D. All time limitations stated in this Section may be extended by agreement of the Union and the Employer.
- E. The failure or refusal of the Employer to meet with Union Representatives to adjust a grievance as required by this section or a failure or refusal to accept as binding an arbitration decision (award) hereunder will free the Union and Employees from the obligation of the no-strike clause as to the Employer, and the Union shall also be free to strike and take any other lawful action against such facility.

ARTICLE XXI | DISCIPLINE

Section 21.1 Definition

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

- Oral reprimand
- Written reprimand
- Suspension without pay
- Last chance agreement and suspension without pay
- Discharge

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

Section 21.2 Notification

The Employer shall notify both the Employee involved and the Union of any suspensions without pay or discharges. Such notification shall be in writing.

Section 21.3 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 21.4 Limitations

Formal Corrective Action will be issued for just cause. Formal Corrective Action will be issued as soon as practicable after the Employer becomes aware that a bargaining unit member or members engaged in an offense giving rise to Formal Corrective Action, but in no event (except extension) more than thirty (30) days after the action or event occurred or the day upon which the Employer became aware, or should have become aware, of the offense, unless the incident is subject to an active criminal and/or administrative investigation outside the control of the Employer. If an internal investigation will exceed the thirty (30) days the Village shall ask the Union for an extension which will not be unreasonably denied. In cases of such outside investigations, the thirty (30) days will begin when the Employer

becomes aware of the results of the active investigation.

ARTICLE XXII | DRUG & ALCOHOL TESTING

The Employer has an obligation to maintain a safe, healthy and productive work environment for its Employees. An Employee under the influence of drugs or alcohol on the job can be a serious safety risk to himself or herself, to other Employees, and, in certain instances, to the general public. Abuse of drugs or alcohol also has a negative impact on the productivity and health of Employees. In order to maintain a safe and healthy work environment, the Employer has established the following drug testing policy.

Drug and Alcohol Testing

The Employer may require testing of an Employee involved in an accident at work or for whom there is a reasonable suspicion that the Employee has used drugs or alcohol or is under the influence of drugs or alcohol while at work or on the Employer's property.

The Employer may require testing of any Employee involved in a fight while at work or on the Employer's property.

Definition

Under the influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

Illegal drug: Any drug that is not legally obtainable; that is legally obtainable but has not been legally obtained; or that is being used in a manner or for a purpose other than prescribed or allowed by law.

Reasonable suspicion: A belief that an Employee may be under the influence of drugs or alcohol. Such belief must be based on some objective indicia, which may include, but is not limited to, the following matters: erratic or unusual behavior by an Employee; disorientation, which would lead a person of ordinary sensibilities to conclude that the Employee is under the influence of drugs and/or alcohol; observation of possible ingestion of alcohol or use of drugs; and, involvement in an accident, fight or other circumstances which could lead a reasonable person to believe that the use of drugs or alcohol may have been involved.

Disciplinary Action

Any Employee who refuses to cooperate with testing procedures will be terminated. Any Employee who receives a positive result on a drug or alcohol test will be subject to progressive disciplinary action. In addition to any disciplinary action, the Employee will be

offered the opportunity to participate in the Employee Assistance Program (EAP). Refusal to participate in the EAP may be considered during the disciplinary process.

ARTICLE XXIII | CHANGE OF MANAGEMENT

This Agreement shall remain in full force notwithstanding changes in ownership, control, or management of any facility. Within thirty (30) days of a change of ownership or management of such facility, the Employer shall notify the Union of such change. Changes in ownership, control, or management do not relieve the owner or manager of their obligations under this Agreement.

ARTICLE XXIV | DURATION OF AGREEMENT

- A. This Agreement shall be effective as of 12:01 a.m. May 1st 2025, and shall continue in full force and effect until midnight April 30th 2027.
- B. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

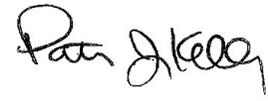
This Agreement is made in duplicate and each copy is an original copy executed at Rantoul, Illinois this 13th day of March, 2026.

THE VILLAGE OF RANTOUL

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399



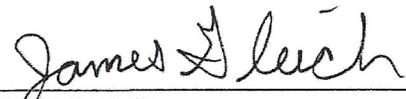
SAMUEL E. HALL, III
MAYOR OF RANTOUL



PATRICK J. KELLY
PRESIDENT & BUSINESS MANAGER



SCOTT EISENHAUER
VILLAGE ADMINISTRATOR



JAMES GLEICH
BUSINESS REPRESENTATIVE