Rantoul Village Board of Trustees
Regular Board Meeting
November 9, 2021
6:00 PM

1. Call to Order

2. Invocation

(A) Rev. Otis Evans, Greater New Light Missionary Baptist Church

3. Pledge of Allegiance

4. Roll Call

5. Approval of Agenda

6. Public Participation

Citizens wishing to address the Village Board with respect to any item of business listed upon the agenda, or any matter not appearing on the agenda, are asked to complete a public participation form, and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

Section A - Consent Agenda

7. Approval of Consent Agenda by Omnibus Vote

All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

(A) Minutes of the Study Session October 5, 2021

(B) Minutes of the Board Meeting October 12, 2021

(C) Motion to approve Bills and Monthly Financial Reports

8. Approval of Any Items Removed from Consent Agenda

Section B - Consideration of Bids, Contracts & Other Expenditures

9. Motion to Authorize waving the formal bidding process for the Hap Parker Family Aquatic Center to order Pulsar Briquette Chlorine in the amount of $30,429.00

10. Motion to Authorize waving the formal bidding process for the Rantoul Family Sports Complex to order a Canopy Netting System in the amount of $217,610.00

11. Motion to Authorize and Approve Amendment to Vacant Lot Program

Section C - Consideration of Ordinances & Resolutions

12. Motion to pass Ordinance No. 2683, AN ORDINANCE AMENDING THE SCHEDULE OF CHARGES, FEES, AND RATES FOR ELECTRIC SERVICE, AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE

13. Motion to pass Resolution No. 11-21-1351, A RESOLUTION DETERMINING THE AMOUNTS OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY FOR THE 2021 TAX LEVY YEAR, PURSUANT TO THE TRUTH IN TAXATION LAW

14. Motion to pass Resolution No. 11-21-1352, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 51

Section D - New Business

Section E - Public Announcements

Section F - Closed Session

Section G - Adjournment

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Rev. Otis Evans, Greater New Light Missionary Baptist Church	DEPARTMENT: Administration
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of the Study Session October 5, 2021	DEPARTMENT: Administration
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS: 1. October 5 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

The RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
October 5, 2021

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL

A Regular Study Session of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order at 6:00 P.M.

Roll Call

The Clerk called the roll, finding the following members present:

Mayor Smith, and Trustees Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson – 7

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Debbie Sage, Human Relations; Tony Brown, Police Chief; Corky Vericker, Interim Airport Manager; Chris Milliken, Urban Planning Manager; Jake McCoy, Assistant Public Works Director; David Wesner, Attorney and Janet Gray, Village Clerk

Approval of Agenda

Trustee Crider moved to approve the agenda. Trustee Hall seconded the motion. On a roll call vote:

YEAS: Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson - 6.
NAYS: None – 0.

The motion carried 6-0.

Public Participation

Mr. Wendell Goldston addressed the board concerning the cost of rides on C-Carts for senior citizens. He proposed a voucher that would allow them to go between Rantoul and Champaign at no cost.

Chris Powers expressed frustration that he felt all the development was being done on the west side of town and none on the east side. He was not in favor of giving an established restaurant a zero-interest loan.

Items from Mayor

Jayne DeLuce, Executive Director of Visit Champaign County gave a presentation on their annual report. She stated that the new Director of Illinois Tourism had recently toured several sites in Rantoul including Taylor Studios, Hardy's Reindeer Ranch and the Sports Complex.

Items from Trustees

A. Trustee Johnson asked about the Bike Path Extension on Maplewood Drive to Crane Dr. The Assistant Public Works Director responded that this would be designed and built next summer (2022).
B. Trustee Weathersby asked about the lighting behind a clothing store on South Maplewood. The Assistant Public Works Director said he would look into it but that most of the lighting behind the stores were security lights paid for by the establishments at a cost of $15.00 per month.
C. Trustee Hall asked about the sale of vacant lots approved by the Board. The Administrator said that two of the properties had sold. The other property received a bid but the bidder needs to clear up other debt with the Village before the sale can be completed.
D. Trustee Johnson asked about the campers and port-a-potty behind the vacant lot on Rt. 136. The Administrator stated the property was privately owned but that the Village would look into the situation.
E. Trustee Robinson asked if the Village could look into providing vouchers for senior citizens riding C-Carts. The Administrator said he could look into this. Currently no funds are budgeted for this program.
F. Trustee Weathersby said that the Regional Plan Commission has some Transportation Programs. She will look into them.
G. Trustee Hall said he would also like the Village to look into the bus vouchers.
H. Trustee Hall said he had attended the Domestic Violence Awareness Rally. He thanked the planners and said it was an excellent program.

Items from Clerk

A. Minutes of Study Session on September 7, 2021
B. Minutes of Board Meeting on September 14, 2021

These minutes will go to the Board for approval.

Items from Administration

A. The Administrator presented a one-year extension to the agreement with C-Carts to provided bus service in Rantoul and to and from Champaign. The agreement runs from November 2021 to October 2022 with a monthly payment of $9,652.00 which is a 3% increase over last year. The contract also includes a proration of the monthly fee if there is an interruption of service. This item will go to the Board for approval.
B. The Administration presented an Ordinance amending Chapter 20 which would allow for Craft Grower Marijuana Businesses in the Village. This would be for an indoor operation and would prohibit retail dispensing of the product. Dane Ehler and Blake Schilb gave a presentation of their plans and answered questions from the Board. The consensus of the Board was to postpone this until November to allow for input from the citizens.

DRAFT

C. Traffic flow on Rt. 136 has increased with the new Sports Center and other businesses on Rt. 136. The Village is requesting that IDOT reduce the speed limit between Murray Road and Myers Street to 35 MPH. This change would require a Resolution of Support from the Village. This item will go to the Board for approval.
D. Bergson, LLC has applied for a $40,000.00 loan at 3.25% from a local bank to develop more space for a restaurant at 109 E. Sangamon Ave. They are requesting the Village pay the interest on this loan of approximately $80.00 to $100.00 a month. In June the Village approved the payment of interest on loans issued by a local banking facility that would meet the EDA Loan Program requirements because there are no funds available from the Village for these loan requests. There are sufficient funds in the Economic Development fund to meet this request.

Items from Comptroller
No Items to Report.

Items from Human Resources
A. Presented the applicant demographics reports.

Items from Police Department
A. The Police Department would like to purchase new flooring for the main level and basement to replace the flooring installed during the original construction. They are asking approval to purchase the flooring from Carpet Weavers at a cost of $25,580.00. This item will go to the Board for approval

Items from Fire Department
No Items to Report.

Items from Building Safety
No items to report.

Items from Community Development
A. The Village has a buyer for 501 & 505 Condit Drive. The company will relocate their business from Champaign and will produce compost in one building and have a research and development laboratory in the other. The Village has requested that the FFA release the property for sale. Until that action is completed, the buyer will make a down payment of $5,000.00 and lease the property from the Village. The amount of the sale is $240,000.00. This item will go to the Board for approval.

Items from the Recreation
No items to report.

Items from Public Works
No items to report.

Items from Counsel
Mr. Wesner said he has a hearing on Wednesday the 6th and more next week. He will give an update after those hearings.

Items for Closed Session
Trustee Hall made a motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider setting of a price for sale or lease of property owned by the public body. Trustee Crider seconded the motion. On a roll call vote:

YEAS: Hall, Robertson, Weathersby, Johnson, Crider, and Wilkerson– 6.
NAYS: None – 0.

The motion carried 6-0.

The Mayor requested a five minute break at 8:18 pm.

The Village Board went into Closed Session at 8:26 pm.

The Village Board returned to Open Session at 8:38 pm.

The Mayor encouraged the Board to stop by Hangar 2 and see the changes in the building.

Meeting Adjourned
The Mayor adjourned the meeting at 8:39 pm.

Respectfully submitted,

Janet E. Gray, MMC
Village Clerk

Approved

_____
Charles Smith
Village President

ATTEST:

_____
Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held October 5, 2021 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of the Board Meeting October 12, 2021	DEPARTMENT: Administration
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS: 1. October 12 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
OCTOBER 12, 2021

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL

A Regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M., President Charles Smith presiding. President Smith called the meeting to order.

Invocation & Pledge of Allegiance

Trustee Wilkerson opened the meeting with prayer. Following the invocation, Trustee Johnson led the audience in recitation of the Pledge of Allegiance.

Roll Call

The Clerk called the roll, finding the following members present:

Mayor Smith, and Trustees Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson – 7.

The following representatives of Village departments were also present:

Tony Brown, Police Chief; Chris Milliken, Urban Planning Manager; David Wesner, Attorney and Janet Gray, Village Clerk.

Approval of Agenda

Trustee Hall moved to approve the agenda for the meeting, as presented. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Hall, Robertson, Weathersby, Johnson, Crider and Wilkerson – 6.
NAYS: None – 0.

The motion carried 6-0.

Public Participation

Terry Workman urged the Trustees to speak to citizens in their districts on issues but reminded them that their votes affect the entire Village.

Chris Powers addressed the Board regarding the agenda item for Bergson, LLC. He also encouraged all citizens to get vaccinated for COVID 19 and to wear masks.

Wendell Golston encouraged the Village to rename streets to include the Black citizens who helped develop Rantoul. He also said a podium would be nice for the public participant speakers.

Loise Haines thanked Trustee Weathersby for including her on a phone call with Dane Ehler regarding his proposed project. She would like to see a public forum called to further discuss this issue.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

A. Minutes of Regular Study Session Meeting September 7, 2021
B. Minutes of Regular Board Meeting September 14, 2021
C. Approval of bills and monthly financial report

Trustee Wilkerson moved to approve the Consent Agenda items by omnibus vote. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Wilkerson, Hall, Robertson, Weathersby, Johnson and Crider – 6.
NAYS: None – 0.

The motion carried 6-0.

B. Consideration of Bids, Contracts & Other Items of Expenditure

Trustee Johnson moved to authorize and approve the purchase of new flooring for the main level and basement of the Police Department in the amount of $26,264.00. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Johnson, Crider, Wilkerson, Hall, Robertson and Weathersby – 6.
NAYS: None – 0.

The motion carried 6-0.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2681
AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (501 & 505 CONDIT DRIVE)

Trustee Crider moved to pass Ordinance No. 2681. Trustee Wilkerson seconded the motion. On a Roll Call vote:

YEAS: Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson – 6.
NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2682
AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEEMNT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (721 Galaxy Street)

Trustee Wilkerson moved to pass Ordinance No. 2682. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Wilkerson, Hall, Robertson, Weathersby, Johnson and Crider – 6.
NAYS: None – 0. The motion carried 6-0.

Resolution No. 10-21-1347
A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT REGARDING EXPANDING SERVICES OF THE RANTOUL TRANSPORTATION SERVICE PROGRAM ("C-CARTS")

Trustee Johnson moved to pass Resolution No. 10-21-1347. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Johnson, Crider, Wilkerson, Hall, Robertson and Weathersby– 6.
NAYS: None – 0.

The motion carried 6-0.

Note from the Clerk: This Resolution Number was previously assigned to the Safe Routes to School Resolution that was passed at the September 14, 2021 meeting. The new number assigned to this resolution is **Resolution No. 10-21-1350.** This is not a substantive change and does not need Board approval or reaffirmation.

Resolution No. 10-21-1348
A RESOLUTION REQUESTING ILLINOIS DEPARTMENT OF TRANSPORTATION TO REDUCE SPEED ON STATE RIGHT-OF-WAY (ROUTE 136)

Trustee Hall moved to pass Resolution No. 10-21-1348. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Hall, Weathersby, Johnson, Crider and Wilkerson – 5.
NAYS: Robertson – 1.

The motion carried 5-1.

Resolution No.10-21-1349
A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR PAYMENT OF INTEREST BETWEEN THE VILLAGE OF RANTOUL AND BANK OF RANTOUL (Bergson, LLC)

Trustee Johnson moved to pass Resolution No. 10-21-1349. The motion died for lack of a second.

D. New Business

E. Announcement

The Mayor reviewed the list of Rantoul businesses that were chosen in the 2021 News Gazette People's Choice Awards promotion.

Trustee Robertson made a statement regarding a meeting with the Mayor last week.

Mayor Smith acknowledged that he had met with Trustee Robertson.

Trustee Hall stated that District 5 would hold a Neighborhood Meeting on October 21 at 6:30 pm at the American Lutheran Church

Trustee Weathersby stated that District 1 would hold a meeting on October 15 in the Conference Room at the Municipal Building.

F. Closed Session

No closed session was held.

G. Adjournment

The Mayor adjourned the meeting at 6:37 pm.

MEETING ADJOURNED

Janet E. Gray, MMC
Village Clerk

Approved

_____
Charles Smith
Village President

ATTEST:

_____
Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held October 12, 2021 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

DRAFT

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to approve Bills and Monthly Financial Reports	DEPARTMENT:
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to Authorize waving the formal bidding process for the Hap Parker Family Aquatic Center to order Pulsar Briquette Chlorine in the amount of $30,429.00	DEPARTMENT: Recreation
DATE: November 9, 2021	AMOUNT: $30,429.00
ATTACHMENTS: 1. doc00891520211025153324	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The Recreation Department has received notice from Spear Corporation regarding their chemical inventory reduction sale for 2021. Spear Corporation is the sole source vendor for Pulsar Chlorinating Systems, which is the chemical distribution system that we currently use at the aquatic center. To take advantage of the savings, we are requesting approval to move forward with a Pulsar briquette chlorine tablet bulk order. This is a budgeted item, and it will allow us to purchase a quantity of 207 50# buckets. In doing so, we are not only able to lock in 2021 pricing, but we will be offered free shipping due to the size of the order.

NOTES:
Sole Vendor of Pulsar Briquettes: Spear Corporation (see supporting document)
Savings: The savings are realized in free shipping costs
Must take delivery by February 4, 2022
This is a budgeted item

RECOMMENDED ACTION: Approve

DEPARTMENT HEAD APPROVAL Luke A. Humphrey	VILLAGE ADMINISTRATOR Scott Eisenhauer

SPEAR
CORPORATION
The Leader in the Aquatic Industry Since 1984.

Account #:RAN001
Company: Village Of Rantoul
Name: Luke Humphrey
Email: lhumphre@village.rantoul.il.us
Phone: 2178413793 Fax

Email order to orders@spearcorp.com or

fax to 765-522-1702 by *December 10, 2021*

Inventory Reduction (IR)

As the 2021 season draws to a close, preparations are already underway for next year. To help facilitate a successful start to the 2022 season, Spear Corporation is offering you the opportunity to take advantage of our Inventory Reduction Sale whereby you can stock up on the chemicals and products listed below, at current 2021 prices.

Place your order by December 10th and enjoy a **discount on Pulsar Briquettes** with **Free Delivery** on minimum orders of 24 – 50# pails of Pulsar Briquettes (1,200#) Delivered by: February 4th, 2022.
***Delivery charge will apply on all other orders not meeting minimum quantity.**

Meet the new Pulsar Precision Feeder

The Pulsar Precision Feeder is a high capacity erosion (HCE) feeder that is compact and lightweight with modular design. The feeder uses Pulsar calcium hypochlorite briquettes that work in conjunction to produce a fresh concentrated liquid chlorine solution for clean and sanitized water. This innovative feeder system is easy to maintain and service with a flexible design that allows for easy integration for small to large commercial pools.

- Provides consistent chlorine delivery
- Feeder designed to minimize maintenance requirements
- 2 in 1 dust reduction funnel for loading briquettes with capacity extension
- Rotomolded components hold up to the strongest element
- Feeder design allows for easy access to internal components
- Features high capacity erosion technology with the benefits of a venturi and booster pump

CHEMICAL ORDER FORM

To assist you in determining quantities to order for the summer of 2022 we have denoted your total purchase of chemicals for 2021. Please indicate the quantity of each product you would like to purchase.

Part#	Chemicals	IR Pricing	2021	2022	$ Each	
PB50	Pulsar Briquettes 50# Pail	$140.00	216		0 - 23	$151.00
		$138.00			24 - 47	$149.00
		$136.00		207	48 +	$147.00
CA40	Sunscreen Stabilizer 40#				$143.00	
PS25	Pulsar Shock 25#				$134.00	
9019-1	Pulsar Acid-Cleaner Case (12qts.)				$192.36	
M411-000-5G	Orb-3 Enzymes (5-gal.) (KEEP FROM FREEZING)				$281.35	
M411-000-15G	Orb-3 Enzymes (15-gal.) (KEEP FROM FREEZING)				$771.46	
ASA15G-1	Acid Magic (15-gal.)				$111.55	
ASA55G-1	Acid Magic (55-gal.)				$365.00	
WYS-102	Wysiwash Gun Continuous Spray				$139.71	
WYSI	Wysiwash Tables (5.9#) Pail				$46.62	
HC15	Hydrochloric Acid, 15 gal.				$87.50	
HC55	Hydrochloric Acid, 55 gal.				$336.40	
CE25	Celaperl Filter Media 25# Bag				$36.00	
HL25	Harborlite Filter Media 25# Bag				$30.00	
UF50	Ultra Filter Cleaner Plus, 50#				$280.51	

CPO CERTIFIED POOL & SPA OPERATOR

Our 2022 CPO Schedule will be announced soon.

Innovative Water Care
12 River Valley Ct.
Maumelle, Ar 72113
501-517-7665

October 25, 2021

Village of Rantoul Aquatic Center
100 E Flessner Avenue
Rantoul, IL 61866

Re: Pulsar® Chlorinating Systems and related briquettes

To Whom it may Concerns:

Please be advised that **Spear Corp** is Innovative Water Cares. sole source for Pulsar® Chlorinating Systems and related Pulsar chlorinating briquettes for Southern Illinois.

If you have any further questions regarding this matter, please feel free to give me a call.

Sincerely,

Terry T. Grisham
Regional Sales Manager
501-517-7665

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to Authorize waving the formal bidding process for the Rantoul Family Sports Complex to order a Canopy Netting System in the amount of $217,610.00	DEPARTMENT: Administration
DATE: November 9, 2021	AMOUNT: $217,610
ATTACHMENTS: 1. 2021 Canopy Netting Systems Project 2. Mineola Photo 1 3. Mineola Photo	ADMINISTRATIVE NOTES: Funding will come from Sports Complex Fund, and will be covered by additional sponsorships named at a later time.

SUMMARY HIGHLIGHTS:

This agenda item provides for the purchase and installation of a canopy netting system for both the north and south baseball/softball quads at the Rantoul Family Sports Complex. The canopy netting system will be field fabricated to meet existing construction, and will cover the entire concrete spectator area within both quads.

Attached you will find a quote from National Sports Nets, LLC, along with a list of references and images for your review. For local reference, National Sports Nets, LLC performed the installation of the backstop netting system at Wabash Park on the high school baseball diamond. The Recreation Department worked hand in hand with RTHS and Matt Jacobs from NSN on this project. The installation worked out as designed, and the construction process and service after the installation has been superior.

This agenda item is being brought forward for your review and approval due to issues that we are facing with foul balls entering the spectator area at the complex. This has been identified as a safety concern, and the most requested addition we receive from visitors and sponsoring organizations. We have spent the past three months reviewing our options and talking with experts in the field.

RECOMMENDED ACTION: It is our request to waive the bidding process and recommend approval to move forward with National Sports Nets, LLC for the purchase and installation of a canopy netting system in the amount of $217,610.00.

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

NATIONAL SPORTS NETS, LLC
For All Your Sports Safety
And Netting Needs

To: Luke Humphrey – Village of Rantoul

From: Matt Jacobs

Date: October 7, 2021

Luke:

Thank you for taking the time to meet with us multiple times at your sports complex. As a follow up to our meetings, we can supply and install a complete canopy netting system from the beginning of all (8) dugouts covering the entire spectator area up to the concession building on both 4-field complexes:

- We will supply and install 1 x 7 galvanized steel strand cable in a rectangular and perimeter configuration around the entire area from dugout to dugout up to the concession building utilizing strandvises and all necessary installation hardware. The cable around the center building will hang just above the lower rooftop and angle toward the backstops in multiple directions. We will weld custom steel brackets where necessary.

- We will supply, custom fabricate and rope border Black, weather treated, heavy duty **Dyneema/Plateena** knotted netting to the cables through every other square utilizing heavy duty weather treated twine. The netting will be tight and secure with the ability to handle moisture and wind stress. We will create the necessary angles for foul ball roll off and maximum spectator protection.

  Project Cost: $217,610.00

The pricing shown reflects a delivered and installed cost utilizing our supplied lifts and prevailing wage. We will need clear access to the entire area at both complexes for the duration of our installation timeframe. Progress payments are to be made Net 10 upon cable installation per 4-field complex and netting installation per 4-field complex. We will provide a 3 year limited warranty on the entire system based on normal wear and tear with winds not to exceed 60 mph. This is the same warranty we provide for all of our backstop netting systems. I will follow up.

Thank you,
Matt Jacobs
National Sports Nets, LLC

Disclaimer:
All work & material guaranteed as specified and to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will become an extra charge, over and above the estimate. All agreements are contingent upon any delays beyond our control. NSN warrants on workmanship of material and installation for a time-period as displayed on the warranty document. NSN is fully insured and this proposal is valid for 30 days. The above prices, specifications and conditions are satisfactory and are hereby accepted. Signer is authorized to do work as specified and grants NSN to engage as a general contractor to perform certain work on the property (as defined above) for the Owner in accordance with the terms and conditions set forth on this proposal. Use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to Authorize and Approve Amendment to Vacant Lot Program	DEPARTMENT: Administration
DATE: November 9, 2021	AMOUNT: Not Applicable
ATTACHMENTS: 1. 1029 eastview	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:
Following the passage of the original resolution (2-19-1277) offering a Vacant Lot Purchasing Program, from time to time additional lots are added to the list available through this program. This amendment would add the property of 1029 Eastview Drive.

RECOMMENDED ACTION: Approve additional property to be included in the Vacant Lot Purchasing Program.

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

GIS Webmap Public Interface Champaign County, Illinois

25
Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGISC), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.

NORTH

Date: Friday, November 5, 2021

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to pass Ordinance No. 2683, AN ORDINANCE AMENDING THE SCHEDULE OF CHARGES, FEES, AND RATES FOR ELECTRIC SERVICE, AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE	DEPARTMENT: Administration
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS: 1. 11-21-2683 Ordinance - Amending Schedule of Charges etc. for Electric Service - ED Incentives	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

There are emerging technological advancements which are requiring large amounts of electricity by some developments. IEMA allows for municipalities to offer economic development rates for businesses which utilize 3 megawatts of power or greater, and has a load usage of 50%, or 80%. Currently, the Village of Rantoul does not address the ability to utilize these special rates. Therefore, a request is being made to amend the current ordinance regarding electric rates to include our ability to offer the special rate for those who qualify.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2683

AN ORDINANCE
AMENDING THE SCHEDULE OF CHARGES,
FEES AND RATES FOR ELECTRIC SERVICE AS
PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 9th day of November, 2021, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

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Village Clerk

ORDINANCE NO. 2683

AN ORDINANCE AMENDING THE SCHEDULE OF CHARGES, FEES AND RATES FOR ELECTRIC SERVICE AS PROVIDED FOR IN CHAPTER 40 OF THE RANTOUL CODE

WHEREAS, as provided in ARTICLE II, UTILITY SERVICE RULES AND REGULATIONS, of CHAPTER 40, of the Rantoul Code, the applicable charges, fees and rates for each of the public utility facilities of the Village of Rantoul, Champaign County, Illinois (the **"Village"**), including any for the electric, natural gas, water and wastewater systems, are to be set forth in a Schedule of Charges, Fees and Rates determined from time to time by the President and Board of Trustees (the **"Corporate Authorities"**) of the Village in a separate ordinance.

WHEREAS, under and pursuant to Ordinance No. 2637, passed and approved on January 14, 2020, the Corporate Authorities of the Village established such Schedule of Charges, Fees and Rates for electric rates and fees; and

WHEREAS, the Corporate Authorities of the Village now find it necessary and desirable to further amend the provisions under the caption of ELECTRIC SERVICE in the Schedule of Charges, Fees and Rates.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. Adoption of Amendment. The provisions under the caption of ELECTRIC SERVICE in the Schedule of Charges, Fees and Rates be and the same is hereby amended to add the Economic Development Rate Schedule for Very Large Demand High Load Factor Loads (ED-1), Economic Development Rate Schedule for Large Demand Medium Load Factor Loads (ED-2) and Economic Development Rate Schedule for Large Commercial/Light Industrial Loads (ED-3) as set forth in the attached provisions which are incorporated herein by this reference thereto. All other provisions contained in the Electric Service Schedule of Charges, Fees and Rates attached to and approved by Ordinance Number 2637 shall remain in full force and effect.

Section 2. Effective Date. This Ordinance shall become effective on December 1, 2021 following its passage, approval and publication as required by law and shall apply to all electric service charges as set forth in the Schedule of Charges, Fees and Rates on and after such date.

Section 3. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

This Ordinance is hereby passed, the "ayes" and "nays" being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office on the date set forth below.

PASSED this 9th day of November, 2021.

_____
Village Clerk

APPROVED this 9th day of November, 2021.

_____
Village President

Economic Development Rate Schedule for Very Large Demand High Load Factor Loads (ED-1)

The ED-1 Rate Schedule as provided herein shall be available to customers who meet the following requirements:

A. The customer is a non-residential end-use customer that will purchase all of its electric requirements for a given service location from the Village and the Village shall purchase all of its electric requirements for the customer's service location from IMEA. The Village may combine multiple building structures used for a single customer business that would otherwise be considered as separate service locations and have them treated as a single service location for purposes of the Rate Schedule provided herein if the building structures are located in close proximity to one another and the customer is doing business under the same name, and provided further that the new electric demand at each separate building structure shall be either new customer load or additional load from an expansion by an existing customer that when combined meets the other requirements of this Rate Schedule and the new load at each structure shall be created at approximately the same time.

B. The customer shall be located in a permanent building structure within the Village's service area.

C. The customer shall be:

1. A new customer at a new service location within the Village's service area adding new electric load to the Village's system, provided however:
   i. that the customer shall not have been substantially in business at the same service location or another service location within the Village's service area at the time that service under this Rate Schedule is requested or for more than sixty (60) days at the time service commences under this Rate Schedule, and
   ii. a new entity taking over a business that is a going concern at an existing service location shall not be considered a new load; or
2. An existing customer that is expanding and adding additional electric load at an existing service location, provided however:
   i. that the expansion shall not have begun in earnest prior to the time that service under this Rate Schedule is requested or have been completed for more than sixty (60) days at the time the service is to commence under this Rate Schedule; and
   ii. the additional electric load at the customer's existing service location shall be separately metered to determine if it meets the Qualifying Load Level and Qualifying Load Factor Level, unless such separate metering is impractical whereupon the qualifying new load shall be determined based on load added in addition to the customer's historic hourly peak demand and energy usage for each month for the most recent twelve (12) month period if such data is available and indicative of reasonable historic values. If separate metering is not required, the load factor for the expansion each month shall be determined after subtracting the historic peak load for the corresponding month from the total peak load at the service location and subtracting the kWh of energy associated with the historic peak load for the corresponding month from the total kWh of the energy consumed for the month at the service location.
3. Under either 1 or 2 above, the new customer load or expansion load shall meet or exceed the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule as defined herein.

D. The rate discount under this Rate Schedule shall be effective and applied beginning in the first full month that the Qualifying Load Level and Qualifying Load Factor Level are achieved or as otherwise set forth in Paragraph I below.

E. The "Qualifying Load Level" under this Rate Schedule is defined as 3,000 kW. The customer shall establish (or shall have established) a peak load of at least the Qualifying Load Level for the service location, or will be adding a new load expansion of at least the Qualifying Load Level at the service location. The customer shall maintain a monthly peak load of at least the Qualifying Load Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule, "peak load" shall be equal to the highest integrated hourly electric demand (in kW) for the month for the customer's service location or for the new electric load associated with the expansion for which this Rate Schedule was approved, as applicable.

F. The "Qualifying Load Factor Level" for this Rate Schedule is defined as 80%. The customer shall maintain a monthly load factor of at least the Qualifying Load Factor Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Factor Level under this Rate Schedule, "load factor" shall be determined by dividing the total kilowatt-hours consumed by the customer at its service location or at the expansion for which this Rate Schedule was approved, as applicable, for the month by the product of the peak load for the month (in Kw) and the number of hours in the month.

G. The customer shall maintain an integrated hourly average power factor of at least .95 leading or lagging at all of its metering points at the customer's service location.

H. The customer shall not have an end-use customer of another utility (whether investor-owned public utility, municipal electric utility or electric cooperative) at the same location within the Village's service area, except where explicit permission is received from the other utility giving consent to transfer service. The customer shall not have been an end-use customer served at a different location by another IEMA Participating Member immediately prior to locating within the Village's service area.

I. Requests or applications for service under this Rate Schedule shall be subject to the approval of the President and CEO of IMEA in his discretion based on an evaluation of the documentation provided to support the request and projected economic impact of granting the request on the IMEA membership as a whole. If an application submitted by the Village for service under this Rate Schedule is approved, the rate discount under this Rate Schedule shall be provided for no more than five (5) years beginning on either the date service is first provided under this Rate Schedule or six months after the approval date, whichever comes first; provided however, if the customer's new or expansion load requires significant construction or equipment installation that cannot reasonably be completed in said six-month period, the IMEA Executive Board may approve a delayed start date for the discount rate under this Rate Schedule up to but not longer than twelve (12) months after the original approval date. Any such delay shall be requested by the Village.

J. If the customer has not reached the threshold of 3,000 kW with an 80% minimum load factor by the start date for service under this Rate Schedule, service shall commence and thereafter continue under the next best rate available, being ED-2 Rate Schedule, ED-3 Rate Schedule, or the standard rate for which the customer would otherwise qualify based on its peak load level and load factor level each month until the first month that the required peak load level and load factor level requirements of this Rate Schedule are achieved. Thereafter, if the customer fails to maintain the

peak load level or load factor level requirements of this Rate Schedule for any month, then the discount hereunder shall be suspended on a month-to-month basis and the Village will be charged for the applicable customer's load based on the next best rate available for which the customer would otherwise qualify based on its peak load level and load factor level for the month; provided however, if the customer has failed to achieve the required peak load level and load factor level requirement of the Rate Schedule for which it was approved for six months in a row, then the discount under this Rate Schedule for the customer's applicable load will be terminated in favor of the next best available rate for which the customer would otherwise qualify based on its peak load level and load factor level, being ED-2 Rate, ED-3 Rate or the standard rate and the term of the discount under the newly applicable Rate Schedule, if any, shall be reduced to the maximum term available under the newly applicable Rate Schedule, if any, from the original start date of service hereunder. Suspension of the discount under this Rate Schedule for any month or months shall not toll or otherwise extend the maximum term of the discount hereunder or under any newly applicable Rate Schedule.

K. The monthly charges for electricity furnished hereunder for each Billing Period shall be determined as follows:

Billing Demand Charge: The monthly billing demand charge for the qualifying economic development capacity shall be determined based on the demand charges under the Schedule of Monthly Electric Rates and Service Charges set forth above, less a credit equal to the amount set forth herein below for each of the five 12-month periods under this schedule:

i. Year 1 = $7.50 per kW-month
ii. Year 2 = $6.00 per kW-month
iii. Year 3 = $4.50 per kW-month
iv. Year 4 = $3.00 per kW-month
v. Year 5 = $1.50 per kW-month

Economic Development Rate Schedule for Large Demand Medium Load Factor Loads (ED-2)

The ED-2 Rate Schedule as provided herein shall be available to customers who meet the following requirements:

A. The customer is a non-residential end-use customer that will purchase all of its electric requirements for a given service location from the Village and the Village shall purchase all of its electric requirements for the customer's service location from IMEA. The Village may combine multiple building structures used for a single customer business that would otherwise be considered as separate service locations and have them treated as a single service location for purposes of the Rate Schedule provided herein if the building structures are located in close proximity to one another and the customer is doing business under the same name, and provided further that the new electric demand at each separate building structure shall be either new customer load or additional load from an expansion by an existing customer that when combined meets the other requirements of this Rate Schedule and the new load at each structure shall be created at approximately the same time.

B. The customer shall be located in a permanent building structure within the Village's service area.

C. The customer shall be:

1. A new customer at a new service location within the Village's service area adding new electric load to the Village's system, provided however:

i. that the customer shall not have been substantially in business at the same service location or another service location within the Village's service area at the time that service under this Rate Schedule is requested or for more than sixty (60) days at the time service commences under this Rate Schedule, and

ii. a new entity taking over a business that is a going concern at an existing service location shall not be considered a new load; or

2. An existing customer that is expanding and adding additional electric load at an existing service location, provided however:

i. that the expansion shall not have begun in earnest prior to the time that service under this Rate Schedule is requested or have been completed for more than sixty (60) days at the time the service is to commence under this Rate Schedule; and

ii. the additional electric load at the customer's existing service location shall be separately metered to determine if it meets the Qualifying Load Level and Qualifying Load Factor Level, unless such separate metering is impractical whereupon the qualifying new load shall be determined based on load added in addition to the customer's historic hourly peak demand and energy usage for each month for the most recent twelve (12) month period if such data is available and indicative of reasonable historic values. If separate metering is not required, the load factor for the expansion each month shall be determined after subtracting the historic peak load for the corresponding month from the total peak load at the service location and subtracting the kWh of energy associated with the historic peak load for the corresponding month from the total kWh of the energy consumed for the month at the service location.

3. Under either 1 or 2 above, the new customer load or expansion load shall meet or exceed the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule as defined herein.

D. The rate discount under this Rate Schedule shall be effective and applied beginning in the first full month that the Qualifying Load Level and Qualifying Load Factor Level are achieved or as otherwise set forth in Paragraph J below.

E. The "Qualifying Load Level" under this Rate Schedule is defined as 1,000 kW. The customer shall establish (or shall have established) a peak load of at least the Qualifying Load Level for the service location, or will be adding a new load expansion of at least the Qualifying Load Level at the service location. The customer shall maintain a monthly peak load of at least the Qualifying Load Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule, "peak load" shall be equal to the highest integrated hourly electric demand (in kW) for the month for the customer's service location or for the new electric load associated with the expansion for which this Rate Schedule was approved, as applicable.

F. The "Qualifying Load Factor Level" for this Rate Schedule is defined as 50%. The customer shall maintain a monthly load factor of at least the Qualifying Load Factor Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Factor Level under this Rate Schedule, "load factor" shall be determined by dividing the total kilowatt-hours consumed by the customer at its service location or at the expansion for which this Rate Schedule was approved, as applicable, for the month by the product of the peak load for the month (in Kw) and the number of hours in the month.

G. The customer shall maintain an integrated hourly average power factor of at least .95 leading or lagging at all of its metering points at the customer's service location.

H. The customer shall not have an end-use customer of another utility (whether investor-owned public utility, municipal electric utility or electric cooperative) at the same location within the Village's service area, except where explicit permission is received from the other utility giving consent to transfer service. The customer shall not have been an end-use customer served at a different location by another IEMA Participating Member immediately prior to locating within the Village's service area.

I. Requests or applications for service under this Rate Schedule shall be subject to the approval of the President and CEO of IMEA in his discretion based on an evaluation of the documentation provided to support the request and projected economic impact of granting the request on the IMEA membership as a whole. If an application submitted by the Village for service under this Rate Schedule is approved, the rate discount under this Rate Schedule shall be provided for no more than five (5) years beginning on either the date service is first provided under this Rate Schedule or six months after the approval date, whichever comes first; provided however, if the customer's new or expansion load requires significant construction or equipment installation that cannot reasonably be completed in said six-month period, the IMEA Executive Board may approve a delayed start date for the discount rate under this Rate Schedule up to but not longer than twelve (12) months after the original approval date. Any such delay shall be requested by the Village.

J. If the customer has not reached the threshold of 1,000 kW with an 50% minimum load factor by the start date for service under this Rate Schedule, service shall commence and thereafter continue under the next best rate available, being ED-3 Rate Schedule or the standard rate for which the customer would otherwise qualify based on its peak load level and load factor level each month until the first month that the required peak load level and load factor level requirements of this Rate Schedule are achieved. Thereafter, if the customer fails to maintain the peak load level or load factor level requirements of this Rate Schedule for any month, then the discount hereunder shall be suspended on a month-to-month basis and the Village will be charged for the applicable customer's load based on the next best rate available for which the customer would otherwise qualify based on its peak load level and load factor level for the month; provided however, if the customer has failed to achieve the required peak load level and load factor level requirement of the Rate Schedule for which it was approved for six months in a row, then the discount under this Rate Schedule for the customer's applicable load will be terminated in favor of the next best available rate for which the customer would otherwise qualify based on its peak load level and load factor level, being ED-3 Rate or the standard rate and the term of the discount under the newly applicable Rate Schedule, if any, shall be reduced to the maximum term available under the newly applicable Rate Schedule, if any, from the original start date of service hereunder. Suspension of the discount under this Rate Schedule for any month or months shall not toll or otherwise extend the maximum term of the discount hereunder or under any newly applicable Rate Schedule.

K. The monthly charges for electricity furnished hereunder for each Billing Period shall be determined as follows:

Billing Demand Charge: The monthly billing demand charge for the qualifying economic development capacity shall be determined based on the demand charges under the Schedule of Monthly Electric Rates and Service Charges set forth above, less a credit equal to the amount set forth herein below for each of the five 12-month periods under this schedule:

i. Year 1 = $4.00 per kW-month
ii. Year 2 = $3.25 per kW-month

iii. Year 3 = $2.50 per kW-month
iv. Year 4 = $1.75 per kW-month
v. Year 5 = $1.00 per kW-month

Economic Development Rate Schedule for Large Commercial/Light Industrial Loads (ED-3)

The ED-3 Rate Schedule as provided herein shall be available to customers who meet the following requirements:

A. The customer is a non-residential end-use customer that will purchase all of its electric requirements for a given service location from the Village and the Village shall purchase all of its electric requirements for the customer's service location from IMEA. The Village may combine multiple building structures used for a single customer business that would otherwise be considered as separate service locations and have them treated as a single service location for purposes of the Rate Schedule provided herein if the building structures are located in close proximity to one another and the customer is doing business under the same name, and provided further that the new electric demand at each separate building structure shall be either new customer load or additional load from an expansion by an existing customer that when combined meets the other requirements of this Rate Schedule and the new load at each structure shall be created at approximately the same time.
B. The customer shall be located in a permanent building structure within the Village's service area.
C. The customer shall be:
   1. A new customer at a new service location within the Village's service area adding new electric load to the Village's system, provided however:
      i. that the customer shall not have been substantially in business at the same service location or another service location within the Village's service area at the time that service under this Rate Schedule is requested or for more than sixty (60) days at the time service commences under this Rate Schedule, and
      ii. a new entity taking over a business that is a going concern at an existing service location shall not be considered a new load; or
   2. An existing customer that is expanding and adding additional electric load at an existing service location, provided however:
      i. that the expansion shall not have begun in earnest prior to the time that service under this Rate Schedule is requested or have been completed for more than sixty (60) days at the time the service is to commence under this Rate Schedule; and
      ii. the additional electric load at the customer's existing service location shall be separately metered to determine if it meets the Qualifying Load Level and Qualifying Load Factor Level, unless such separate metering is impractical whereupon the qualifying new load shall be determined based on load added in addition to the customer's historic hourly peak demand and energy usage for each month for the most recent twelve (12) month period if such data is available and indicative of reasonable historic values. If separate metering is not required, the load factor for the expansion each month shall be determined after subtracting the historic peak load for the corresponding month from the total peak load at the service location and subtracting the kWh of energy associated with the historic peak load for the corresponding month from the total kWh of the energy consumed for the month at the service location.

3. Under either 1 or 2 above, the new customer load or expansion load shall meet or exceed the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule as defined herein.

D. The rate discount under this Rate Schedule shall be effective and applied beginning in the first full month that the Qualifying Load Level and Qualifying Load Factor Level are achieved or as otherwise set forth in Paragraph I below.

E. The "Qualifying Load Level" under this Rate Schedule is defined as 200 kW. The customer shall establish (or shall have established) a peak load of at least the Qualifying Load Level for the service location, or will be adding a new load expansion of at least the Qualifying Load Level at the service location. The customer shall maintain a monthly peak load of at least the Qualifying Load Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule, "peak load" shall be equal to the highest integrated hourly electric demand (in kW) for the month for the customer's service location or for the new electric load associated with the expansion for which this Rate Schedule was approved, as applicable.

F. The "Qualifying Load Factor Level" for this Rate Schedule is defined as 50%. The customer shall maintain a monthly load factor of at least the Qualifying Load Factor Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Factor Level under this Rate Schedule, "load factor" shall be determined by dividing the total kilowatt-hours consumed by the customer at its service location or at the expansion for which this Rate Schedule was approved, as applicable, for the month by the product of the peak load for the month (in Kw) and the number of hours in the month.

G. The customer shall maintain an integrated hourly average power factor of at least .95 leading or lagging at all of its metering points at the customer's service location.

H. The customer shall not have an end-use customer of another utility (whether investor-owned public utility, municipal electric utility or electric cooperative) at the same location within the Village's service area, except where explicit permission is received from the other utility giving consent to transfer service. The customer shall not have been an end-use customer served at a different location by another IEMA Participating Member immediately prior to locating within the Village's service area.

I. Requests or applications for service under this Rate Schedule shall be subject to the approval of the President and CEO of IMEA in his discretion based on an evaluation of the documentation provided to support the request and projected economic impact of granting the request on the IMEA membership as a whole. If an application submitted by the Village for service under this Rate Schedule is approved, the rate discount under this Rate Schedule shall be provided for no more than three (3) years beginning on either the date service is first provided under this Rate Schedule or six months after the approval date, whichever comes first; provided however, if the customer's new or expansion load requires significant construction or equipment installation that cannot reasonably be completed in said six-month period, the IMEA Executive Board may approve a delayed start date for the discount rate under this Rate Schedule up to but not longer than twelve (12) months after the original approval date. Any such delay shall be requested by the Village.

J. If the customer has not reached the threshold of 200 kW with an 50% minimum load factor by the start date for service under this Rate Schedule, service shall commence and thereafter continue under the next best rate available, being the standard rate for which the customer would otherwise

qualify based on its peak load level and load factor level each month until the first month that the required peak load level and load factor level requirements of this Rate Schedule are achieved. Thereafter, if the customer fails to maintain the peak load level or load factor level requirements of this Rate Schedule for any month, then the discount hereunder shall be suspended on a month-to-month basis and the Village will be charged for the applicable customer's load based on the next best rate available for which the customer would otherwise qualify based on its peak load level and load factor level for the month; provided however, if the customer has failed to achieve the required peak load level and load factor level requirement of the Rate Schedule for which it was approved for six months in a row, then the discount under this Rate Schedule for the customer's applicable load will be terminated in favor of the next best available rate for which the customer would otherwise qualify based on its peak load level and load factor level, being the standard rate and the term of the discount under the newly applicable Rate Schedule, if any, shall be reduced to the maximum term available under the newly applicable Rate Schedule, if any, from the original start date of service hereunder. Suspension of the discount under this Rate Schedule for any month or months shall not toll or otherwise extend the maximum term of the discount hereunder or under any newly applicable Rate Schedule.

K. The monthly charges for electricity furnished hereunder for each Billing Period shall be determined as follows:

Billing Demand Charge: The monthly billing demand charge for the qualifying economic development capacity shall be determined based on the demand charges under the Schedule of Monthly Electric Rates and Service Charges set forth above, less a credit equal to the amount set forth herein below for each of the five 12-month periods under this schedule:

i. Year 1 = $2.50 per kW-month
ii. Year 2 = $1.75 per kW-month
iii. Year 3 = $1.00 per kW-month

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to pass Resolution No. 11-21-1351, A RESOLUTION DETERMINING THE AMOUNTS OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY FOR THE 2021 TAX LEVY YEAR, PURSUANT TO THE TRUTH IN TAXATION LAW	DEPARTMENT: Administration
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS: 1. 11-21-1351 Resolution Determining Tax Levy Amounts for 2021	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

RESOLUTION NO. 11-21-1351

A RESOLUTION
DETERMINING THE AMOUNTS OF MONEY
NECESSARY TO BE RAISED BY THE TAX LEVY FOR THE
2021 TAX LEVY YEAR PURSUANT TO THE TRUTH IN TAXATION LAW

WHEREAS, the Truth in Taxation Law (35 ILCS 200/18-55 et seq.), as supplemented and amended, (the **"Act"**), requires taxing districts, including the Village of Rantoul, Champaign County, Illinois (the **"Village"**), to disclose by publication and hold a public hearing on their intention to adopt an annual corporate levy, including special purpose annual levies other than debt service levies and levies made for the purposes of paying amounts due under public building leases (the **"Aggregate Levy"**), in amounts more than 105% of the property taxes extended or estimated to be extended, including any amount abated by any such taxing districts prior to such extension, upon the Aggregate Levy of the preceding year; and

WHEREAS, Section 18-60 of the Act requires the corporate authority of each taxing district, including the President and Board of Trustees of the Village (the **"Corporate Authorities"**), not less than twenty (20) days prior to the adoption of its Aggregate Levy for the current year, to determine the amounts of money, exclusive of any portion of such Aggregate Levy attributable to the cost of conducting any election required by the general election law (the **"Election Costs"**), estimated to be necessary to be raised by taxation for such current year upon the taxable property in its district; and

WHEREAS, if the estimate of the Corporate Authorities required to be made as provided in Section 18-60 of the Act is more than 105% of the amount extended or estimated to be extended, including any amount abated by the Corporate Authorities prior to such extension, upon the Aggregate Levy of the preceding year, exclusive of Election Costs, Section 18-70 of the Act requires the Corporate Authorities to give public notice of and hold a public hearing on its intent to adopt an Aggregate Levy which is more than 105% of the extensions, including any amount abated, exclusive of Election Costs, for the Aggregate Levy of the preceding year.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

That the Corporate Authorities of the Village hereby find and determine as follows:

(a) That the amounts of money, exclusive of Election Costs, estimated and proposed to be raised by the Corporate Authorities for the Aggregate Levy of the Village for the 2021 tax levy year upon all taxable property in the Village shall not exceed $1,549,960.00.

(b) That the aggregate amounts of property taxes extended or estimated to be extended, including any amounts abated by the Corporate Authorities prior to such extension, upon the Aggregate Levy for the 2020 tax levy year, exclusive of Election Costs, was $1,496,168.11.

(c) That the not to exceed amounts estimated and proposed to be extended for the Aggregate Levy of the Village for the 2021 tax levy year are hereby determined by the Corporate Authorities to be 103.5953% of the total amounts of money extended or estimated to be extended for the Aggregate Levy of the 2020 tax levy year.

(d) That because the amounts estimated and proposed to be extended for the Aggregate Levy for the 2021 tax levy year do not exceed 105% of the total amounts of money extended or estimated to be extended for the Aggregate Levy for the 2020 tax levy year, the giving of a public notice and the holding of a public hearing are not required pursuant to Section 18-60 of the Act.

PASSED this 9th day of November, 2021.

_____
Village Clerk

APPROVED this 9th day of November, 2021.

_____
Village President

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to pass Resolution No. 11-21-1352, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 51	DEPARTMENT: Public Works
DATE: November 9, 2021	AMOUNT:
ATTACHMENTS: 1. 11-21-1352 Resolution Memorandum of Agreement WITH IBEW Local 51 2. IBEW MOA 101921 3. IBEW Agreement - Training Update 110421	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides a memorandum of agreement (MOA) to amend the agreement between the Village of Rantoul, Illinois, and the International Brotherhood of Electrical Workers (IBEW) Local 51 representing the Electric Division personnel. The current contract is set to expire on October 31, 2022. There is a need to modify the Apprentice Training Program because Parkland College classes no longer meet the Village's needs, and availability is limited.

The MOA amends the Formal Training for Apprentices Section of the contract. Highlights include the following, and they would go into effect as of November 9, 2021:

Exhibit 1 Section VIII. Formal Training for Apprentices.

A. Each Apprentice will be required to successfully complete a 2-week climbing and training school, which will be conducted or provided for by the Village. This training will be conducted within the first six (6) months of the Apprentice Lineman's Apprenticeship.
B. The Apprentice will be required to attend training sessions (Exhibit A), at intervals prescribed by the Director prior to completion of the program. Work practice, electrical theory, safety, tools and equipment, hot stock techniques, and climbing

refresher will be covered in these training sessions.

C. Each Apprentice will also be required to successfully complete work consisting of the “Lineworker Certification Program” as administered by the Northwest Lineman College and electives administered through AIEC and Parkland College (Exhibit B).

RECOMMENDED ACTION: Authorize the approval of the memorandum of agreement to amend the agreement between the Village of Rantoul, Illinois and the International Brotherhood of Electrical Workers (IBEW) Local 51 representing the Electric Division personnel modifying the Apprentice Training Program.

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR
Jacob D. McCoy, P.E.	Scott Eisenhauer

RESOLUTION NO. 11-21-1352

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF AGREEMENT WITH THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 51

WHEREAS, the Village and the International Brotherhood of Electrical Workers, Local 51 (IBEW) are parties to a collective bargaining agreement;

And,

WHEREAS, the current collective bargaining agreement contains provisions relating to an Apprentice Training Program, which has historically been coordinated through Parkland College; and,

WHEREAS, the apprentice program through Parkland no longer meets the needs for such program and the availability has been limited; and,

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **"Corporate Authorities"**) of the Village at which this Resolution is adopted, the form of a certain Memorandum of Agreement between the Village and IBEW amending the terms of the collective bargaining agreement pertaining to the apprentice program.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Memorandum of Agreement by and between the Village and IBEW, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions therein from the form of the Memorandum of Agreement as presented to and now before the meeting of the Corporate Authorities at which this Resolution is adopted.

This Resolution is hereby passed, the "ayes" and "nays" being called, by a concurrence of a majority of the Corporate Authorities at a special meeting duly called for such purpose on the date set forth below.

PASSED this _____ day of _____, 2021.

_____
Village Clerk

APPROVED this _____ day of _____, 2021.

_____
Village President

Local Union No. 51
International Brotherhood of Electrical Workers
301 E. Spruce Street, Springfield, IL 62703
217/544-8481 Fax 217/544-8490 E-Mail: ibew51@ibew51.org www.ibew51.org

October 19, 2021

Mayor Charles Smith
Village of Rantoul
200 W. Grove Avenue
Rantoul, IL 61866

RE: **Formal Training for Apprentices Memorandum of Agreement**
Exhibit 1, Section VIII
Exhibit A, B & C
Village of Rantoul

Dear Mayor Smith:

The Formal Training for Apprentices shall go into effect as of November 9th, 2021 with this Memorandum of Agreement.

Exhibit 1 Section VIII. Formal Training for Apprentices.

A. Each Apprentice will be required to successfully complete a 2-week climbing and training school, which will be conducted or provided for by the Village. This training will be conducted within the first six (6) months of the Apprentice Lineman's Apprenticeship.

B. The Apprentice will be required to attend training sessions (Exhibit A), at intervals prescribed by the Director prior to completion of the program. Work practice, electrical theory, safety, tools and equipment, hot stock techniques and climbing refresher will be covered in these training sessions.

C. Each Apprentice will also be required to successfully complete work consisting of the "Lineworker Certification Program" as administered by the Northwest Lineman College and electives administered through AIEC and Parkland College (Exhibit B).

If you are in agreement with this MOA, please sign both originals and return one to our office for filing.

Sincerely,

Tony Cook
Business Representative
IBEW Local 51

Mayor Charles Smith
Village of Rantoul

Enclosures

AGREEMENT

BETWEEN

VILLAGE OF RANTOUL, ILLINOIS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 51

DATED AS OF NOVEMBER 1, 2017

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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 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 51 (hereinafter referred to as the **"Union"**), has as its purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the institution of an entire 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 Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all employees in the classifications of line foreman, lineman, apprentice lineman, electrical systems technician foreman, electrical systems technician, apprentice electrical systems technician, and groundsman/meter reader employed by the Village of Rantoul (hereinafter referred to as **"employees"**), but excluding the Director of Public Works (hereinafter referred to as **"Director"**), Assistant Director of Public Works, computer aided drafting operator, engineering technician, office supervisor, administrative assistant, storekeeper, meter-reader (part-time), other noncraft blue collar employees, other supervisory, managerial, short term and confidential employees as defined in the Illinois Public Labor Relations Act and all other employees of the Village.

Section 1.2. Duty of Fair Representation. The Union 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. The Union shall indemnify, defend and hold the Village, its officers, officials, agents and employees, harmless against any claims, demands, suits or other forms of liability arising from any failure on the Union's part to fulfill its duty of fair representation. 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 Agreement 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 nonpolitical, noninflammatory nature. The Union will limit the posting of Union notices to such bulletin board. A copy of all notices shall be given to the Director 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 International Brotherhood of Electrical Workers Local 51, the uniform, regular monthly dues for each employee in the bargaining unit (two times the employee's regular straight-time hourly rate of pay and a uniform dollar amount for International dues) 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. An employee 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 (two times the employee's regular straight-time hourly rate of pay and a uniform dollar amount for International dues) in order to ease the Village's burden of administering this provision. Such dues shall be forwarded to the International Brotherhood of Electrical Workers Local 51 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 term 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. Fair Share Fee Deductions. An employee hired after the effective date of this Agreement who has not made application for membership or an employee who desires to revoke a previously authorized voluntary effective dues checkoff authorization shall, on or after the thirtieth (30th) day following his date of hire or revocation of a previously authorized voluntary effective dues checkoff authorization, be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall not exceed the uniform monthly dues paid by a member to the Union, less that portion of said dues and assessment(s) which are or may be used for political or lobbying purposes. The amount of the fair share fee shall not include any contributions related to lobbying or the election or support of any candidate for political office or for any member-only benefit. The fair share fee shall be uniform for each employee subject to the obligation to pay the fair share fee. The Union may change the

fixed uniform dollar amount of the fair share fee once each calendar year during the term of this Agreement. The Union will give the Village thirty (30) calendar days' notice of any change in the amount of fair share fees to be deducted.

The Village shall, with respect to any employee on whose behalf the Village has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, and shall forward said amount to the International Brotherhood of Electrical Workers Local 51 within ten (10) calendar days the deduction, subject only to the following:

(1) The Union has certified to the Village that the affected employee has been delinquent in his obligation for at least thirty (30) days;

(2) The Union has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

(3) The Union has certified to the Village that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 2.4. 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.

ARTICLE III

LABOR-MANAGEMENT MEETINGS

Section 3.1. Meeting Request. The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will 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.

(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 Union 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 Director or his designee.

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 special assignments and to select personnel to fill them; to schedule and assign work; 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; to hire, promote, transfer and train employees; to change or eliminate existing methods, equipment 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 by an affected employee(s) against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

Section 5.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate non-bargaining unit 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, shall submit the grievance in writing (on the approved grievance form attached to this Agreement as Appendix B) to the Director, 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. All Step 1 grievances

must be presented no later than seven (7) calendar days after the first occurrence of the event giving rise to the grievance. The Director shall render a written response to the grievant within ten (10) 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 Mayor or his designee within seven (7) calendar days after receipt of the Village's answer in Step 1, or within seven (7) 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. Thereafter, the Mayor or his designee and the Director 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 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union 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 2 or within fifteen (15) calendar days of the date the Step 2 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 Union shall have the right to alternatively 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 Union and Village representatives.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union 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 and the appropriate remedy, if any. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. 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, rules and regulations of administrative bodies that have the force and effect of law and applicable court decisions. 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 Union 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 seven (7) calendar days after 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 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 Director. 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 supervisory 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 supervisory 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 Union nor any officers, 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, picketing, 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.

Section 6.2. **Responsibility of Union**. Should any activity proscribed in Section 6.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately 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.

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 Union.

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, after probationary employees are either laid off or terminated, at the discretion of the Village, employees covered by this Agreement will be laid off by classification and seniority in the bargaining unit, provided the remaining employees in the bargaining unit are qualified to do the remaining work without additional training. Employees shall be notified in writing at least fourteen (14) days in advance of the effective date of such lay-offs.

Section 7.2. Recall. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled by classification, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Director of the employee's 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 Director with the employee's 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 a nonprobationary 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 a position covered by this Agreement, calculated from the date of most recent hire with the Village, less adjustments for layoff, suspensions and approved leaves of absence without pay of thirty (30) days or more.

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 Director;

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 twelve (12) months;

g) does not perform work for the Village (except for military service) for a period in excess of one (1) year (provided, however, an employee who is unable to return to work due to a work-related injury at the expiration of the one (1) year shall be laid off and placed on the recall list for a period of twelve (12) months); or

h) is absent for three (3) or more consecutive work days 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 Director.

ARTICLE IX

PROBATIONARY PERIOD

Section 9.1. **Probationary Period**. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of employment. The probationary period may be adjusted and extended for an additional period not to exceed twelve (12) months so as to properly allow for any authorized leaves of absence or other approved breaks in service of thirty (30) days or more. During an employee's probationary period, the employee may be disciplined, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the discipline, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 9.2. **Promotional Probationary Period**. In the event an employee is transferred to a different position or classification paying the same wage rate or promoted to a position paying a higher wage rate, such employee shall be considered a probationary employee for the first four (4) months in the new position. During this probationary period, the Employer may return the employee or the employee may voluntarily elect to return to the employee's former position at the employee's former rate of pay. If the employee's former position is not vacant, the Employer may lay off the employee currently occupying the employee's former position.

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. **Work Day/Work Schedule**. Except as provided elsewhere in this Agreement, the regular workweek shall be Monday through Friday and the regular work schedule shall consist of not more than forty (40) hours per Village workweek. The regular work day shall normally include eight (8) hours of work, with a thirty (30) minute or one (1) hour unpaid meal period (determined by the Village) and two (2) fifteen minute break periods at times designated by the Village unless otherwise mutually agreed upon. The regular work day shall be from 7:00am-3:30pm with a thirty (30) minute unpaid meal period. Electric Division personal covering Service Watch regular work day shall be from 7:30am-4:30pm with a sixty (60) minute unpaid meal period. The Service Watch shall be rotated on a bi-weekly basis between all linemen. The Service Watch rotation may only be modified by mutual agreement between the Public Works Director and IBEW Local 51 Business Manager or their designees.

Section 10.3. **Changes in Regular Work Day or Regular Work Schedule**. Should it be necessary in the Village's judgment to establish a schedule departing from the regular work day 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 as much notice as is practicable of such change to all employees directly affected by such change.

Section 10.4. **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 work day or work schedule. Hours worked shall not include any uncompensated periods. Overtime rates are calculated by multiplying the hourly rate (see Appendix C attached hereto) by one point five (1.5). Overtime shall be paid in thirty (30) minute increments. When employees are called back to work after having been released from their regular workday and have left the premises, they shall be paid one and one-half (1½) times their regular straight-time hourly rate of pay for all hours actually worked on callback. The minimum callback period shall be one (1) hour, except when the callback continues beyond the regular starting time of any such employee's next regular workday.

Section 10.5. **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 10.4 above, 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 Section 10.4. Compensatory time may be scheduled in one (1) hour increments and only with the prior approval of the Director or his designee.

Section 10.6. Overtime Opportunities. The Director or his designee shall have the right to require overtime or to seek volunteers for the overtime. Employees are expected to report to work in accordance with instructions from the Director or the Director's designee.

Section 10.7. Pay Upon Termination. Employees shall receive compensation for all earned but unused compensatory time at the employee's regular straight-time hourly rate as of the employee's date of termination.

Section 10.8. On Call. 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 his 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 Section 10.5 of this Agreement with respect to restrictions upon accumulation and use.

If, during the on-call period, an employee is asked to perform a plant inspection, the employee will be paid for one-half (1/2) hour of work for each inspection so assigned. These

assignments shall not be subject to the minimum call in period as defined in Section 10.4. In the event an inspection legitimately requires greater time than one-half (1/2) hour, employees will be compensated for actual time worked.

Section 10.9. **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.

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

When the actual day of any of the preceding holidays fall on a Saturday, the most previous Friday shall be considered as the holiday, and when the actual day of any of the preceding holidays fall on a Sunday, the next following Monday shall be considered as the holiday, provided, however, that when the actual day of Christmas Eve falls on a Friday, the most previous Thursday shall be considered as the holiday, and that when the actual day of Christmas falls on a Monday, the next following Tuesday shall be considered as the holiday.

Section 11.2. **Eligibility**. In order to receive a paid holiday pursuant to Section 11.3, an employee must work the last scheduled workday preceding and the first scheduled workday following the holiday or be on a pre-approved leave of absence with pay.

Section 11.3. Paid Holiday. To compensate an employee for the holiday, the employee shall receive the holiday off and receive his regular straight-time pay for the day.

ARTICLE XII

VACATIONS

Section 12.1. **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 twenty-six (26) continuous weeks.

Section 12.2. 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 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. Employees desiring vacation leave shall submit their requests in writing on the form provided by the Village. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on a first-come, first-served basis.

Vacations shall be scheduled at least thirty (30) calendar days in advance, except vacation during the months of June, July, August and September, which must be requested prior to May 1 of each year. Provided, however, absent emergency, vacation of one (1) or two (2) days duration shall be scheduled at least three (3) calendar days in advance. Vacation must be scheduled in four (4) hour increments and approved in advance by the Director or his designee. The Director or his designee may approve the use of vacation in lesser increments or with less notice.

It is expressly understood that the final right to designate vacation periods and the maximum number of employees who may be on vacation at any time is exclusively reserved to the Director or his designee in order to insure the orderly performance of the services provided by the 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 December 31 of any calendar year, vacation up to a maximum amount equal to the total amount of vacation that may be earned at such employee' 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 December 31 of such year.

Section 12.6. 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 termination.

Section 12.7. **Vacation Cancellation**. In the case of an emergency or operational need, the Director may cancel and reschedule any or all approved vacation.

ARTICLE XIII

SICK LEAVE

Section 13.1. **Allowance**. Subject to the applicable provisions of this article any full-time employee covered by this article shall accrue 3.70 hours of sick leave for each completed pay period of employment, 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 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 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 prior to the start of his 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 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 Director or his designee.

Section 13.3. 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 13.1 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 13.1 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 his 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 13.4. **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 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 the employee's care

Section 13.5. **Sick Leave Utilization**. Sick leave shall be utilized in no less than fifteen (15) minute increments.

Section 13.6. **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 13.7. 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 13.8. **Sick Leave Buyback**. Any full-time employee covered by this article who retires in good standing shall be paid for 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 his retirement.

ARTICLE XIV

PERSONAL LEAVE DAYS

Section 14.1. Personal Leave Allowance. Any full-time employee covered by this article 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 his designee. The Director or his 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 with the Village if his employment begins prior to October 1 of such calendar year.

Section 14.2. 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 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 his designee. The Director or his designee may approve the use of such additional day personal leave in lesser increments or with less notice. Such additional day of personal leave shall not accumulate from one calendar year to the next and shall be forfeited if not used.

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 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 his 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 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 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.

Section 15.7. 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, a child, spouse of child or parent of any such full-time employee or his spouse, the brother or sister of any such full-time employee or his spouse, grandparents of any such full-time employee or his spouse, the

grandchildren of any such full-time employee or his 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 his 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 his 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 his immediate family if the Village has reason to believe that any abuse of this funeral leave has occurred.

ARTICLE XVI

INSURANCE

Section 16.1. **Insurance Coverage and Cost**. Employees shall receive the same insurance coverage at the same premium rates as other Village employees generally. Any premium contribution shall be deducted from the employee's first two paychecks of each month.

Section 16.2. **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 out-patient elective surgery for designated surgical procedures.

Section 16.3. **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 16.4. **Term Life Insurance**. Each employee covered by this Agreement shall be provided with the same term life insurance coverage as other Village employees generally. The Village retains the right to change carriers and/or self-insure this benefit.

Section 16.5. **Village Insurance Benefit/Cost 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.

ARTICLE XVII

COMPENSATION

Section 17.1. **Wage Schedule**. Employees shall be compensated in accordance with the annual wage schedule attached to this Agreement and as described in Section 17.2 below.

Section 17.2. **Wage Increases**. The annual wages of employees covered by this Agreement shall be increased in accordance with the salary schedules set forth in Appendix C. An employee would generally move from one step of the salary schedule to the next on his anniversary date of employment. Provided, however, the Village may deny a step increase to an employee who does not have satisfactory performance.

Section 17.3. **Payday**. Payday for bargaining unit employee shall be on the same day as other Village employees generally.

Section 17.4. Transfer to Apprentice Position. In the event a lineman applies for and, at the discretion of the Director, receives a transfer to an apprentice electrical systems technician or an electrical systems technician applies for and, at the discretion of the Director, receives a transfer to an apprentice lineman position, his salary and step placement in the Program shall be determined at the discretion of the Director of Public Works based upon his skill, ability and training but in no event shall his placement in the Program or salary be greater than a fourth-year apprentice.

Section 17.5. **Lead-man**. A responsibility premium of $1.00 per hour shall be paid to the designated lead-man during normal work hours or as required by the Director or designee, when the Foreman 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 insuring tasks are scheduled and performed in a timely and safe manner, including the utilization of aerial and trench safety equipment, hard hats, eye protection, FR clothing and any other necessary safety equipment or procedures, to insure that traffic control is properly set up and maintained, to insure that customers receive notification of shutdowns, and that all Village policies and procedures are followed.

ARTICLE XVIII

UNIFORMS

Section 18.1. **Uniform Allowance**. The Village will pay for the cost of FR uniforms (pants & shirts) and supply the following outer FR clothing:

3 Short-sleeved shirts

1 Pair unlined bib overalls

1 Pair lined bib overalls

The employee can choose three items from the following list:

1 Winter jacket

1 Sweatshirt

1 Double thick sweatshirt

1 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.

ARTICLE XIX

DISCIPLINE

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 reprimand;

(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. **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 19.3. **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.

ARTICLE XX

DRUG AND ALCOHOL TESTING

Drug and alcohol testing shall be in accordance with Village policy as it may from time to time be amended.

ARTICLE XXI

GENERAL PROVISIONS

Section 21.1. 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 Director 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 Illinois Municipal Retirement Fund in dealing with an employee on a disability pension.

Section 21.2. 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, if such employment will impair or conflict with the performance of his duties for the Village, be detrimental to municipal services or involve the use of Village equipment or supplies. Employees seeking permission to: (1) perform outside employment, including self-employment; or (2) change that employment, including self-employment; shall apply in writing to the Director 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 Director, 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, including self-employment, may be revoked.

Section 21.3. 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.

Section 21.4. 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 Village may require, at its expense, that 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 21.5. Driver's License. Employees are required to obtain and maintain appropriate driver's licenses, including a commercial driver's license, as a condition of continued employment. An employee must notify his immediate supervisor outside the bargaining unit of any change in the status of his driver's license. Failure to obtain or maintain the required driver's license or to notify the immediate non bargaining unit supervisor of any change in the status of an employee's driver's license shall be grounds for discipline, up to and including discharge. Provided, however, the Village may reassign an employee to a non-driving assignment one time during the employee's employment for a period of up to twelve (12) months if no other employee in the bargaining unit is then reassigned. In consideration that an employee so reassigned is not performing the full scope of the responsibilities for which the employee was hired, the employee's hourly wage rate shall be reduced by ten (10) percent until such time as the employee reacquires all driving privileges (including CDL privileges). If the employee has temporarily lost driving privileges (including CDL privileges) due to a temporary medical condition expected to be resolved within the twelve (12) month period, no such reduction will be applied to the employee's wage rate.

Section 21.6. Other Benefits. If the Village provides the following benefits to unrepresented Village employees generally, the Village will provide the benefits to bargaining unit

employees under the same terms and conditions and during the same time period applicable to the unrepresented Village employees generally:

- 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 Village pool

Section 21.7. Tools and Equipment. Tools and equipment required by the Village shall be provided by the Village. A list of the tools and equipment currently required and provided by the Village for the Line Foreman, Linemen and their Apprentices is attached hereto as Appendix D. 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.

Tools and equipment provided by the Village 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 21.8. Joint Apprentice and Training Program. The requirements for the Joint Apprenticeship and Training Program between the Village and the Union, including the related Exhibits A, B, and C and the Apprenticeship Agreement attached thereto, is attached hereto as Exhibit 1.

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.

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 Union, 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 the contract is executed by both parties, this Agreement shall be effective as of the 1st day of November, 2017, and shall remain in full force and effect until 11:59 p.m. on the 31st day of

October, 2022. 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 until either party shall provide the other ten (10) days notice of expiration.

Executed this _____ day of _____, 2017

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS; LOCAL 51
By:_____ Village President	By:_____ Business Manager

APPENDIX A

PAYROLL AUTHORIZATION FORM FOR UNION DUES

Name: _____

Job Classification: _____

Social Security #:_____

To: Village of Rantoul

I hereby assign to I.B.E.W. Local Union 51 any wages earned or to be earned by me as your employee (in my present or any future employment by you), such sums as represent the monthly portion of the dues, and working dues, as set forth in the dues schedule in the Bylaws of I.B.E.W. as certified to the Village by the duly authorized representative of the Union. I understand that such deductions will be made from the first two payroll checks of each month being one-third (1/3) of the quarterly amount for membership in I.B.E.W. If a change in my pay status occurs which would affect the amount of my dues, I authorize the Village to make such changes in my dues assignment as are necessary commencing with the month next following after the changes in my pay status which either increases or decreases my dues obligations.

I further understand that in the event my employment with the Village terminates (whether voluntary or involuntarily during the term hereof, I shall look solely to the Union and hold the Village harmless from any dues recoupment to which I may be entitled.

This authorization and assignment shall be effective as of the beginning of my employment and shall continue in effect unless thirty (30) calendar days' written notice of cancellation is given to the Union and the Village. Payroll deductions pursuant to this assignment shall commence with the first payroll period in which Union dues are deducted (to be applied to dues owing in the subsequent quarter) following receipt of this assignment by the Village's payroll department. This assignment and authorization cancel any previous authorization or assignment for payroll deduction for Union dues which I may have heretofore given.

Dues covered by this authorization are not deductible as charitable contributions for Federal Income Tax purposes.

Signature:	
Street Address:	
City, State, Zip Code:	
Date:	

For Office use only:

Department No: _____

Employee No: _____

APPENDIX B

IBEW LOCAL UNION 51 – VILLAGE OF RANTOUL
GRIEVANCE FORM AND RECORD

NAME_____ DATE _____ DEPT_____
(Person Presenting Grievance)

STEP ONE

VIOLATION OF ARTICLE_____ SECTION _____

DATE OF INCIDENT OR DATE KNEW OF INCIDENT _____

STATEMENT OF FACTS SUPPORTING GRIEVANCE_____

_____

_____

_____

_____

_____

REMEDY SOUGHT_____

_____

GIVEN TO _____

SIGNED_____SIGNED_____DATE_____
(Aggrieved Party) (Steward)

STEP ONE REPLY OF DIRECTOR_____

_____

_____

SIGNED_____ DATE _____
(Director or his designee)

IS REPLY SATISFACTORY? YES _____ NO _____

SIGNED_____ DATE _____

(IF SPACE IN ANY STEP IS INADEQUATE, ATTACH ADDITIONAL SHEETS)

Appendix B – Grievance Form – Page Two

STEP TWO

REASONS FOR ADVANCING GRIEVANCE _____

_____

_____

GIVEN TO_____ DATE/TIME_____

SIGNED _____ SIGNED _____
(Aggrieved Party) (Steward)

STEP TWO REPLY OF MAYOR _____

_____

_____

SIGNED_____ DATE_____
(Steward)

IS REPLY SATISFACTORY? YES _____ NO _____

SIGNED_____ DATE _____

REFERRAL TO ARBITRATION

_____ _____

PERSON TO WHOM REFERRAL GIVEN DATE

_____

STEWARD

(IF SPACE IN ANY STEP IS INADEQUATE ATTACH ADDITIONAL SHEETS)

APPENDIX C

VILLAGE OF RANTOUL – IBEW LOCAL 51
ANNUAL WAGE SCHEDULE

	Nov 1 2016	Nov 1 2017	May 1 2018	Nov 1 2018	May 1 2019	Nov 1 2019	Nov 1 2020	Nov 1 2021
Foreman	$35.39	$36.54	$37.64	$38.77	$39.93	$41.13	$42.57	$44.06
Lineman	$33.08	$34.16	$35.18	$36.24	$37.32	$38.44	$39.79	$41.18
Electrical Systems Technician	$33.08	$34.16	$35.18	$36.24	$37.32	$38.44	$39.79	$41.18
Apprentice (Lineman/Electrical Systems Technician):								
1st year - 76% (Rate for existing employees)	$25.14	$25.96	$26.74	$27.54	$28.36	$29.21	$30.24	$31.30
1st year - 65% (Rate for new employees as of 11-01-17)		$22.20	$22.87	$23.56	$24.26	$24.99	$25.86	$26.77
2nd year - 80% (Rate for existing employees)	$26.46	$27.33	$28.14	$28.99	$29.86	$30.75	$31.83	$32.94
2nd year - 70% (Rate for new employees as of 11-01-17)		$23.91	$24.63	$25.37	$26.12	$26.91	$27.85	$28.83
3rd year - 85% (Rate for existing employees)	$28.12	$29.04	$29.90	$30.80	$31.72	$32.67	$33.82	$35.00
3rd year - 80% (Rate for new employees as of 11-01-17)		$27.33	$28.14	$28.99	$29.86	$30.75	$31.83	$32.94
4th year - 90% (Rate for existing employees)	$29.77	$30.74	$31.66	$32.62	$33.59	$34.60	$35.81	$37.06
4th year - 90% (Rate for new employees as of 11-01-17)		$30.74	$31.66	$32.62	$33.59	$34.60	$35.81	$37.06
Groundsman/Meter Reader (60% of Lineman rate)	$19.85	$20.50	$21.11	$21.74	$22.39	$23.06	$23.87	$24.71

APPENDIX D

LIST OF REQUIRED TOOLS AND EQUIPMENT

1 ea.	Buck Squeeze pole strap
1 ea.	Steel Climbers
1 ea.	Climber pads
1 ea.	Hip grip belt
1 ea.	4” screwdriver
1 ea.	6” screwdriver
1 ea.	12” Crescent Wrench
1 ea.	10” Crescent Wrench
1 ea.	8” Crescent Wrench
1 ea.	Channel Lock
1 ea.	Hammer
1 ea.	Ruler
1 ea.	Klein Pliers
1 ea.	Hook Knife
1 ea.	Knives—Termination Knife
1 ea.	Knife holder
1 ea.	Narrow, straight 4” screwdriver
1 ea.	5 star wrench
1 ea.	4” Phillips screwdriver
1 ea.	3/4" – 5/8” Ratcheting Wrench
1 ea.	1/2" – 9/16” Ratcheting Wrench
1 ea.	Folding Allen Wrenches (standard)
1 ea.	Insulated Screwdrivers
1 ea.	10 in 1 Screwdriver

EXHIBIT 1

JOINT APPRENTICESHIP AND TRAINING PROGRAM

BETWEEN

THE VILLAGE OF RANTOUL

AND LOCAL 51 IBEW

A. The Apprenticeship and Training Program (hereinafter "Program") shall be administered by Village, and all Apprentices shall conform to the rules of the Program.

B. The Program stated herein is the complete Program and shall remain in force until changed by the Village by providing fifteen (15) days notice to the Union. The Village also reserves the right to cancel the Program at any time by giving at least thirty (30) days' notice to the Union.

C. No section, or part, of the Program shall conflict with the Collective Bargaining Agreement. Should a conflict exist, the Collective Bargaining Agreement shall prevail.

I. THE JOINT COMMITTEE

The Joint Apprenticeship and Training Committee, hereinafter called the "Committee", have equal representation by two (2) persons who shall represent the Village of Rantoul (hereinafter "Village"), one of which shall be the Director of Public Works of the Village (hereinafter "Director"), and two (2) persons who shall represent Local 51 of the International Brotherhood of Electrical Workers (hereinafter "Local 51" or "Union"), one of which shall be a Local 51 Business Representative.

A. Members of the Committee shall be appointed by the respective group that the member represents, and vacancies shall be filled in the same manner.

B. The Public Works Director of the Village will be Chairman of the Committee and shall be responsible for keeping complete and accurate records. A secretary will be appointed by the Committee to assist the Chairman.

C. Consultants may be invited to attend meetings of the Committee but shall have no vote or voice.

D. The Committee may appoint joint subcommittees or representatives to administer the Program or make recommendations to the Committee.

II. DUTIES OF THE COMMITTEE

A. The Committee shall, in conformity with the Apprenticeship and Training Program and the Collective Bargaining Agreement, advise and counsel the Village on supervision, education and training of all Apprentices.

B. The Committee shall meet bi-annually and/or on call of the Chairman or majority of the Committee.

C. The Committee shall recommend to the Village the need for Apprentices and training, as well as the facilities required to educate and train the Apprentices.

D. The Committee shall recommend to the Village the establishment of such rules as it deems necessary for the successful operation of the training program.

E. The Committee may employ consultants when deemed necessary, subject to the approval of the Village.

F. A majority vote of the Committee is required to recommend approval of an Apprentice from the Apprenticeship Program.

G. Provided, however, the Village shall at all times have the final decision on administration, supervision, training, employment and education of Apprentices.

III. APPRENTICESHIP AGREEMENT

A. Prior to commencing employment as an Apprentice, an Apprentice shall be shown and given an opportunity to study the program, rules and general requirements for completion of the Apprenticeship Program. The Apprentice shall abide by the rules and requirements as evidenced by the Apprentice's signature.

IV. PROBATIONARY PERIOD

A. An Apprentice may be removed from the Program and terminated by the Village during the first twelve (12) months of the Apprenticeship Program without cause and neither the removal nor termination shall be the subject of a grievance or arbitration.

V. TERM OF APPRENTICESHIP PROGRAM

A. The length of the Apprenticeship shall be a total of 48 months equally divided into 12-month steps.

B. Absences during each 12-month step of the Apprenticeship Program will be credited or not credited toward completion of each 12 months in accordance with the Labor Agreement.

VI. ADVANCEMENT

A. During the Apprenticeship Program, the Apprentice must successfully complete the minimum number of training hours and work as provided in Exhibit A and B and successfully perform the duties of the position. If, after the completion of each 12-month step, the Apprentice has not completed all of the hours on Exhibit A and B and satisfactorily performed the duties of the position, the Apprentice will not be advanced to the next step. A 30-day probationary extension may be granted by the Director to the Apprentice to complete the training or course work and satisfactorily perform the duties of the position. If the Apprentice fails to successfully complete the requirements or maintain satisfactory performance within this time frame, the Apprentice will be recommended for removal from the Program and subject to termination.

The apprentice shall be able to perform the following work activities, and in addition, shall perform any activities which are sanctioned by the Apprenticeship Program and by the Village of Rantoul.

(a) First Step Apprentice: Apprentice can perform Groundman duties under the supervision of a Journeyman and or Forman and may perform line work on unenergized lines under the supervision of a Journeyman and or Forman.

(b) Second Step Apprentice: Apprentice may perform work in the company of a Journeyman on energized secondary circuits of not more than 500 volts.

(c) Third Step Apprentice: Apprentice may perform all classes of work in the company of a Journeyman.

(d) Fourth Step Apprentice: Apprentice may perform all classes of work without the company of a Journeyman in the case of emergencies when a Journeyman is not available.

B. Performance Appraisal

An "Evaluation of Apprentice Performance" form, attached as Exhibit C, is to be used in monitoring an Apprentice's progress. The "Evaluation of Apprentice Performance" will be completed monthly for each Apprentice. The performance appraisal will be prepared by the Foreman and Lineman or Technician with whom the Apprentice has worked. Appraisals will be forwarded to the Director who will review them with the Apprentice. *In instances where the Apprentice's performance is in doubt, copies of the appraisals shall also be forwarded to the Apprenticeship Committee review.*

VII. SAFETY

A. The Committee agrees to attempt to provide safe working conditions and safety instruction to the Apprentice as it relates to the particular work being performed on the job.

B. Safety instruction will be included as part of the curriculum provided.

VIII. FORMAL TRAINING FOR APPRENTICES

A. Each Apprentice will be required to successfully complete a 2-*week* climbing and training school, which will be conducted or provided for by the Village. This training will be conducted within the first six (6) months of the Apprentice Lineman's Apprentice Lineman's Apprenticeship.

B. The Apprentice will be required to attend training sessions (Exhibit A), at intervals *prescribed* by the Director prior to completion of the program. Work practice, electrical theory, safety, tools and equipment, hot stock techniques and climbing refresher will be covered in these training sessions.

C. Each Apprentice will also be required to successfully complete work consisting of the "Lineworker Certification Program" as administered by the Northwest Lineman College and said Electives (Exhibit B).

D. Each Apprentice will be responsible for reading and studying the course work material and then completing the answers to questions for each lesson. Each Apprentice is required to complete the questions on his/her own. The Apprentice is responsible for forwarding the completed questionnaire to the Course Administrator in a timely manner. Delinquent or incomplete assignments, failure or non-compliance with the requirements of the Program, will result in the Apprentice being removed from the Program and terminated.

E. As training is mandatory, if training is provided away from the Village, the Village will provide accommodations and meals in accordance with the Village travel policy. Travel time to and from the training

facility will be paid in accordance with applicable law; however, travel time will not be credited toward completion of the Program.

F. An employee accepted as an apprentice by the Village of Rantoul will be expected to reimburse the Village the following portion of the training expense in accordance to the following schedule if the employee terminates employment with the Village.

(a) Terminates employment during the four (4) years of Apprenticeship: Reimburse 100% of training expense.

(b) Terminates employment within two (2) years of becoming a Journeyman Lineman: Reimburse 75% of training expense

(c) Terminates employment between two (2) years and four (4) years of becoming a Journeyman Lineman: Reimburse 50% of training expense.

(d) Terminates employment between four (4) years and six (6) years of becoming a Journeyman Lineman: Reimburse 25% of training expense.

The maximum expense that may be reimbursed is $16,000.

G. The Joint Apprenticeship and Training Committee will obtain a list of potential trainers from AIEC or other appropriate resources.

EXHIBIT A

ELECTRICAL DISTRIBUTION

Certificate of Professional Development

Eight (8) credits are required for the Electrical Distribution Certificate of Professional Development and are to be selected from the courses below.* The Director will prescribe a minimum number of courses/credits to be completed each 12 months of the Apprenticeship program:

Course		Credit
EDL 130	Electrical Lineman Climbing Training – 1st Year	3.5
EDL 131	1st Year Distribution – 1st Year	2
EDL 132	2nd Year Distribution – 2nd Year	2
EDL 134	Lineman Electrical Rubber Gloving – 2nd Year	2
EDL 133	Advanced Distribution – 3rd Year	2
EDL 135	Underground Residential Distribution – 3rd Year	2
	CPR and Basic First Aid – 1st Year	.5-1

* At the sole discretion of the Director, other courses which are offered at the University of Illinois-Springfield may be approved should the courses identified not be available or should an equivalent course be offered at another facility.

EXHIBIT B
LINEWORKER CERTIFICATION PROGRAM
Certificate of Professional Development - FIRST STEP

	Course	Credit
	Safety 1 Apprentice 1	1
	Working in Elevated Positions	1
	Knots, splices and Rope	1
	Electrical Systems	1
	First Aid	1
	Applied Mathematics	1
	Basic Electrical Theory	1
	Transformer Basics	1
	OSHA 1910.269	1
	Electives - Parkland ELT-131 Residential Wiring	2

* At the sole discretion of the Director, other courses which are offered at the University of Illinois-Springfield may be approved should the courses identified not be available or should an equivalent course be offered at another facility.

LINEWORKER CERTIFICATION PROGRAM

Certificate of Professional Development - SECOND STEP

	Course	Credit
	Safety 2 / Apprentice 2	1
	AC Fundamentals	1
	Personal Protective Grounding	1
	Live Line Equipment	1
	Rigging	1
	Underground Conductors	1
	Overhead Conductors	1
	Electrical Test Equipment	1
	Introduction to Substations	1
	OSHA 191.269	1

* At the sole discretion of the Director, other courses which are offered at the University of Illinois-Springfield may be approved should the courses identified not be available or should an equivalent course be offered at another facility.

LINEWORKER CERTIFICATION PROGRAM

Certificate of Professional Development - THIRD STEP

	Course	Credit
	Safety 3 / Apprentice 3	1
	Special Elements 1	1
	Metering	1
	System Power Flow	1
	Advanced Transformers	1
	Maps and Standards	1
	System Protection	1
	NESC 1	1
	NESC 2	1
	OSHA 1910.269	1
	Electives - Meter School - Basic Regulator	4

* At the sole discretion of the Director, other courses which are offered at the University of Illinois-Springfield may be approved should the courses identified not be available or should an equivalent course be offered at another facility.

LINEWORKER CERTIFICATION PROGRAM

Certificate of Professional Development - FOURTH STEP

	Course	Credit
	Safety 4 / Apprentice 4	1
	Communication Systems	1
	Special Elements Two	1
	Vegetation Management	1
	System Operation	1
	System Automation	1
	System Automation 36A	1
	Overhead Line Design	1
	Underground Line Design	1
	Trouble Investigation	1
	Crew Leadership	1
	Electives - Transformer - Advanced Regulator - Substation	6

* At the sole discretion of the Director, other courses which are offered at the University of Illinois-Springfield may be approved should the courses identified not be available or should an equivalent course be offered at another facility.

EXHIBIT C
VILLAGE OF RANTOUL
EVALUATION OF APPRENTICE'S PERFORMANCE

Name_____

Job Title_____ Year_____ Date_____

		Unacceptable		Average		Excellent	
Criteria	**N/A**	**1**		**3**		**5**	**Comments**
Climbing ability							
Working ability on pole, steel or ladder							
Use and care of tools							
Use of time on ground							
Use of knots and rigging							
Operation of equipment							
Driving Ability							
Driving Ability							
Driving Ability Initiative							
Responsibility							
Follows Instructions							

Comments:_____
_____

UNDERSTANDING
(Job Knowledge)

(5) **Excellent** indicates outstanding understanding of the subject matter.
(3) **Acceptable** indicates normal understanding of the subject matter.
(1) **Unacceptable** indicates poor understanding and little growth.

Skill
(Mechanical)
(5) **Proficient** indicates excellent performance of mechanical skills.
(3) **Normal** indicates average skill development of apprentice.
(1) **Not Progressing** indicates less than adequate skill development-poor unacceptable work.

Achievement
(Quantity)
(5) **Superior** indicates excellent achievement & completion of more than the average amount of work.
(3) **Adequate** indicates average skill development of apprentice.
(1) **Inadequate** indicates less than adequate skill development-poor unacceptable work.

DEPENDABILITY

_____ completely dependable
_____ above-average dependability
_____ usually dependable
_____ sometimes neglectful and careless
_____ unreliable
Comments:_____
_____
_____

COOPERATION

_____ extremely cooperative and always
_____ generally cooperative and usually follows directions and policies
_____ sometimes uncooperative and fails to follow directions
Comments:_____
_____
_____

JUDGMENT AND JOB PERCEPTION

OTHERS

_____ exceptional maturity & anticipation
_____ above average in making decisions
_____ usually makes correct decisions
_____ often shows poor judgment
_____ consistent poor judgment
Comments:_____
_____
_____

SELF-EXPRESSION & RELATIONS WITH

_____ communicates very well with everyone
_____ communicates well with most persons
_____ satisfactory communication and express
_____ some difficulty of expression
_____ poor communication & work with others
Comments:_____
_____
_____

ATTITUDE TOWARD LEARNING

_____ extremely enthusiastic
_____ very interested and industrious
_____ average interest
_____ somewhat indifferent
_____ definitely not interested
Comments:_____
_____
_____

CAUTION AND SAFETY

_____ extremely cautious and safety minded
_____ cautious and safety minded
_____ average caution and safety
_____ sometimes careless and unsafe
_____ continually careless and unsafe
Comments:_____
_____
_____

QUANTITY OF WORK

_____ excellent
_____ very good
_____ average
_____ marginal
_____ unacceptable

QUALITY OF WORK

_____ excellent
_____ very good
_____ average
_____ marginal
_____ unacceptable

OVERALL PERFORMANCE

_____ excellent
_____ very good
_____ average
_____ marginal
_____ unacceptable

Comments:_____
_____
_____

Comments (On Job Performance):_____
_____
_____

Apprentice Comments:_____
_____
_____

_____
Apprentice Signature

Date:_____

_____
Foreman Signature

Date:_____

_____
Director Signature

Date:_____

DATE: _____

APPRENTICESHIP AGREEMENT

The Apprentice agrees that he/she has been given an opportunity to study the Program, rules and regulations and requirements for completion of the Program. The Apprentice agrees to perform diligently, faithfully and satisfactorily the work of the craft and complete his related instruction (Exhibit ____ and _____) during the period of Apprenticeship, in conformity with the Program (attached hereto), rules and regulations of the Apprenticeship and Training Committee as they may from time to time be amended (incorporated herein) and direction from the Village.

The following rules have been adopted by the Joint Apprenticeship and Training Committee. Anyone that is in violation of these rules will be subject to review by the Joint Apprenticeship and Training Committee and ultimately the Village and may be removed from the program and terminated.

1. The instructor has been authorized by the Joint Apprenticeship and Training Committee to conduct class as he sees fit.
2. The Instructor shall be responsible for the grading of all papers. Students must have a minimum passing grade at 70% to receive their next text book. Instructors may require a student to retake a test, regardless of the grade, if he deems it necessary. The Instructor shall forward to the Director a copy of the results of each test and records of attendance. (monthly)
3. Students will be allowed only two (2) retakes of any test per year (per the Instructor's yearly schedule). A total of six (6) retakes will be the maximum for a three (3) year period. If any student cannot obtain a passing grade after the second (2^{nd}) retake, he shall be reviewed by the Apprenticeship Committee to see if he or she shall remain in the Program. The Village will pay for the class only if the employee successfully completes the class.
4. Each student shall be allowed only two (2) absences per school year and these absences must be approved by the Instructor. Any student who is absent in excess of the two (2) excused absences shall be reviewed by the Apprenticeship Committee and subject to disciplinary action, up to and including removal from the Program and termination. Vacations and overtime work shall not be considered an excusable absence unless they are extreme emergencies. The Instructor shall note on the monthly report the reason(s) for any absences.

5. Students attending this school shall report promptly at the starting time designated by the Instructor. Any student who is repeatedly tardy, or any misconduct by any student, will not be tolerated and will be subject to disciplinary action, up to and including removal from the Program and termination.
6. An Apprentice must satisfactorily complete all approved training and tests and satisfactorily perform the duties of the position to be advanced from one step of the Apprentice Program to another and ultimately to Lineman/Technician status. If the Apprentice fails to do so, he shall be removed from the Program and terminated.
7. An employee accepted as an apprentice by the Village of Rantoul will be expected to reimburse the Village the following portion of the training expense in accordance to the following schedule if the employee terminates employment with the Village.
    (e) Terminates employment during the four (4) years of Apprenticeship: Reimburse 100% of training expense.
    (f) Terminates employment within two (2) years of becoming a Journeyman Lineman: Reimburse 75% of training expense
    (g) Terminates employment between two (2) years and four (4) years of becoming a Journeyman Lineman: Reimburse 50% of training expense.
    (h) Terminates employment between four (4) years and six (6) years of becoming a Journeyman Lineman: Reimburse 25% of training expense.

    The maximum expense that may be reimbursed is $16,000.
8. The Apprentice must also abide by the rules, regulations and requirements set forth in the Apprenticeship Program as they may be changed from time to time and all directors from the Village.
9. The Village shall at all times have the final decision on Program and employment issues and decisions, subject to the provisions of the Agreement between the Village and IBEW.

_____
APPRENTICE

COMMITTEE:

RANTOUL _____ IBEW _____

RANTOUL _____ IBEW _____

RANTOUL _____ IBEW _____