

ARTICLES OF AGREEMENT

This Agreement made and entered into by and between the **HERSCHER COMMUNITY UNIT SCHOOL DISTRICT NO. 2**, and party of the First Part, hereinafter referred to as the "School District or employer" and the officers and members of the **AUTOMOBILE MECHANIC'S LOCAL NO. 701, IAM&AW, AFL-CIO**, of Chicago and vicinity parties of the second part, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time technicians, assistant technicians, utility technicians, fuelers and oil checkers employed by the employer at its facilities, excluding the Director of Transportation, office clerical employees, guards, professional employees and supervisors as defined by the National Labor Relations Act.

- (a) This Agreement shall cover any additional locations which results in the complete transfer of operations from the School District's existing locations in **Herscher, Illinois**.
- (b) The employer when in need of any personnel covered by this Agreement shall notify the office of Automobile Mechanics' Local No. 701, 450 Gunderson Road, Carol Stream, IL **or any address that the hall may move to** or by phone 708-482-1720, at least (24) hours prior to the time such personnel are required to work. Prior to employment in the School District all personnel who work at any location within the Herscher CUSD #2 district must complete the following: TB test, satisfactory Criminal background check, a complete physical, completed DCFS forms, completed payroll forms, signed Acceptable Use Policy for computers, completed Illinois/Federal Sex Offender verification form and be approved for employment by the Herscher CUSD #2 Board of Education.
- (c) In the event the Automobile Mechanics Local No. 701 is unable to supply the employer with sufficient employees as covered by this Agreement, the employer shall have the right to secure such employees as required, in any manner whatsoever, provided they shall notify the Union in writing of the classification of each new employee at the time of hire. Before reporting for work the employee so employed shall secure authorization cards at the Union office.
- (d) All present employees within the terms of the Agreement must become and remain members in good standing in accordance with the Union's constitution and by-laws on or after thirty-one (31) days from the date of employment as a condition of employment with the School District.
- (e) All new employees within the terms of this Agreement must become and remain members in good standing in accordance with the Union's constitution and by-laws on or after thirty-one (31) days from the date of employment as a condition of employment with the School District.
- (f) Any employee in the bargaining unit who fails to maintain membership in the Union because of non-payment of initiation fees or dues shall be summarily discharged by the School District upon receipt of written notice from the Union.
- (g) New employees covered by this Agreement shall not be considered permanent employees until they have worked a probationary period of sixty (60) calendar days. During this probationary period they shall be eligible for all applicable provisions of this agreement except seniority status. If employment continues beyond sixty (60) days their seniority shall then start as of the date of hire. During this probationary period employees may be discharged at the sole discretion of the Employer and said discharge shall not constitute a grievance under the terms and conditions of this Agreement.

(h) MANAGEMENT RIGHTS

The Union recognizes the right and responsibility of the Employer to manage its facility and to direct its working forces. Any of the rights, powers, prerogatives and authority that the Employer had prior to the signing of this Agreement is retained by the Employer unless specifically abridged, delegated, granted or modified by this Agreement.

Such rights and functions include, but are not limited to: (1) full and exclusive control of the management of the Employer, the supervision of all operations, the methods, processes, means and personnel by which

any and all work will be performed, the control of the property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the rights to change or introduce new and improved operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release and lay-off employees; (5) the right to establish work and attendance rules, regulations, policies and procedures, and the right to modify or change existing rules and regulations and (6) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees, and otherwise to maintain an orderly, effective and efficient operation.

- (i) **CONTRACT VALIDITY:** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.
- (j) All servicing and repairs to equipment shall be performed by members of the bargaining unit. If the current employees are unable to repair the equipment and no qualified employees are on layoff, the Employer, after reaching mutual agreement with the Union, may then subcontract such additional work for a stipulated time period shall be agreed to in writing.
- (k) Subject to the specific provisions of the Agreement, the following rights are vested exclusively in the Employer and the Union will not abridge these rights: the right to introduce new and improved methods; the right to determine the size of the work force for efficiency and profitable scheduling of operations; the right to determine job content; the right to expect Employees to work overtime, where given sufficient notice; the right to make rules and regulations covering conduct and safety; the right to hire or discharge for just cause; the right to assign; the right to determine qualifications; and the right to assign vehicles, school routes, charters and extra work.

The Employer, in exercising these functions, will not discriminate against any Employee because of his or her membership in the Union. The Employer recognizes the established rights and responsibilities of the Union and will not tolerate any discrimination against the Union or its members on the part of the Employer's Representatives.

The Employer shall give the Union fourteen (14) calendar days' notice with respect to the institution of new rules or regulations or the modification of existing rules or regulations, provided that in the event of a bona fide emergency, the Employer may implement such rules without the fourteen (14) calendar day notice.

This Agreement is subject to all applicable Federal and State Laws. Any rules and regulations issued pursuant hereto which conflict with the provisions of the Agreement will be mutually reviewed by the parties.

NO STRIKE/NO LOCKOUT

SECTION 1 - It is agreed that during the term of this Agreement neither the Union nor its officers or members shall instigate, call, sanction, condone or participate in any strike (sympathy or otherwise), sit-down, stay-in, walkout, slow-down, stoppage, or any curtailment of work, and provided further that there shall be no lockout of employees by the Employer.

SECTION 2 - In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately take corrective action and use every means at its disposal to prevent the conduct and continuance of such action.

SECTION 3 - Any employee or employees found guilty of participating in such actions shall be subject to immediate discharge.

ARTICLE 2 – MINIMUM HOURLY WAGES

Starting wage rates for new hires:

The starting hourly wage rates in effect for the duration of this Agreement shall be as follows:

<u>Classification</u>	<u>7/1/21 through 7/1/24</u>
Technician	\$22.50
Assistant Technician	\$19.50
Utility Technician	\$17.00

Increases shall conform to the same percentages below. Year 1 through year 3 of contract at 3.0% for the duration of the contract.

The Lead Technician will also receive a \$1.00 an hour stipend for his duties in the bus garage. Before any reduction of the lead technician's duties or pay, the BOE and the Union shall meet. Any Employee employed by the Employer and coming under the jurisdiction of the Automobile Mechanics Local #701 and not classified in the Agreement, their rates of pay shall be established between the Business Representative of Local #701 and the proper official of the School District.

Ryan Crane classification changed to Technician at the rate of \$23.71.

Doug Denault classification changed to Lead Technician at the rate of \$25.51 plus \$1.00 per hour lead technician pay.

NIGHT SHIFT:

In the event the District should mandate a night shift for employees covered by this Agreement, the BOE and Local No. 701 will open only this section of the agreement to negotiate the terms and conditions of a night shift.

SUPERVISION: LEAD TECHNICIAN:

The Technician in-charge shall be permitted to perform work as needed.

TECHNICIAN:

A Technician includes any person who dismantles or repairs or assembles any parts of the truck or bus or any internal combustion engine. However, the technician may also assist the **Assistant Technician** or Utility Technician in lubrication, prevention maintenance inspection, tire repair, bus seat repair, washing buses, general cleaning and fueling of buses and essential duties to maintain the bus fleet.

ASSISTANT TECHNICIAN

An Assistant Technician includes any person who assists the **Lead Technician or Technicians** in the repairs of any parts of the truck or bus or any internal combustion engine. However, the assistant technician may also assist the Utility Technician in lubrication, prevention maintenance inspection, tire repair, bus seat repair, washing buses, general cleaning and fueling of buses and essential duties to maintain the bus fleet.

UTILITY TECHNICIAN:

A Utility Technician includes any person who performs general duties of lesser skill than described above for the Technician. Duties will include lubrication, prevention maintenance inspection, tire repair, bus seat repair, washing buses, general cleaning and fueling of buses and other assigned duties.

STAFFING:

The School District reserves the right to determine the number of Technicians needed in each classification at each location.

MINIMUM HOURLY WAGE RATES

Any personnel employed by the Employer and coming under the jurisdiction of the Automobile Mechanics Local #701 and not classified in this Agreement, their rates of pay shall be established between a business representative of Local #701 and the Superintendent of the School District.

ARTICLE 3 – OVERTIME

The applicable overtime rate shall be paid for all time worked over the regular day or night schedule, as set forth in Article 8. Overtime that is refused shall be counted as time worked when computing equalization.

The Employer agrees to make available to the Union a record of scheduled overtime work when requested for examination by the Union Representative.

When the Employer schedules overtime on a regular basis, this schedule should be posted before 12:00 noon on Thursday.

Posting of this schedule does not mean that additional personnel cannot be added to this list as necessity dictates.

The Employer shall rotate overtime among Employees in their respective classification and departments as equally as practical.

When an Employee is scheduled to work on a Saturday, Sunday or Holiday, and he/she calls to report that he/she cannot come in, the School District then has the right to call in the next man on the seniority list. This will not be counted as emergency time. Regardless, if worked or not by the next alternate Employee on the overtime schedule, it shall not affect the Employee's right to overtime as originally scheduled.

The time and one-half rate shall be paid for the following:
All hours worked after forty (40) hours per week.

The time and one-half rate shall be paid for the following:
All hours worked on a Board of Education approved Holiday.

LUNCH TIME:

Lunch time shall be 30-minutes and unpaid. With permission from the Superintendent or designee unpaid lunch time may be extended.

WORK WEEK:

The regular work week will be 40 hours from Monday at 12:01 am till Sunday at 11:59 pm. The work week shall consist of five (5) consecutive days and eight (8) consecutive hours per day with an agreed upon lunch time. During the summer months, or when school is not in session, the employer and employees may agree on a modified work week schedule to handle the current workload.

ARTICLE 4 – RECOGNIZED HOLIDAYS

The following holidays are recognized under this Agreement for all Employees:

- | | |
|------------------------|------------------------|
| New Year's Day | Day after Thanksgiving |
| Memorial Day | Good Friday |
| Fourth of July | Christmas Eve Day |
| Christmas Day | Labor Day |
| Martin Luther King Jr. | Thanksgiving Day |
| Columbus Day | |

Any of the specified holidays in this Article that fall on a Sunday, the day observed by the State, nation or by proclamation shall be observed as such.

ARTICLE 5 – HEALTH AND WELFARE

The Board of Education will pay all full-time (30+ hours per week) employee's Health/Medical insurance premium to the maximum of the other full time staff at the same rates provided or the amount equivalent to the new U2CT Certified Staff contract, whichever is greater, per month for the life of the contract. If an employee has the family Health/Medical insurance option, the amount of the individual employee's premium will be applied to the family option. In no case will the District pay more than the amount of the single individual premium.

If for any reason the district would have to change insurance carriers, every effort will be made to obtain a policy at comparable cost with comparable benefits. If such a situation should occur during the lifetime of this contract, the Superintendent, the U2CT, and the staff will work together concerning the policy change. The Union shall be contacted a minimum of 90 days prior to any change of insurance carriers.

The Board will provide group term-life insurance coverage for each full-time employee in the amount of \$50,000.

The Board of Education may implement a Section 125 plan for employees.

The Board of Education will adhere to FMLA and will make appropriate Health and IMRF contributions, if the employee is injured on the job.

ARTICLE 6 – LETTING OUT WORK

The employer agrees that it will not sub-contract work on vehicles owned by the affected district which the employees in the unit are capable of performing; provided, however, if due to an increase in the workload the employer's facilities are inadequate and no qualified employees are on lay-off, the employer by mutual agreement with the Union, may sub-contract such additional work.

ARTICLE 7 – SENIORITY

Each Employee shall be considered to be a probationary Employee for the first sixty (60) calendar days. Probationary Employees may be dismissed or otherwise terminated by the employer and dismissal or termination shall not be subject to the grievance and/or arbitration provisions of this Agreement.

Seniority is defined for the purpose of the Agreement as the length of continuous service of any Employee with the Employer after successful completion of the probationary period, after which date the Employee shall have seniority from the first day worked.

When several Employees have the same seniority date, they shall rank among themselves on the seniority roster in the order in which their Employee numbers were assigned. Clock numbers shall be assigned on a first day worked basis. When two Employees are assigned a clock number on the same, seniority shall be assigned in alphabetical order by first letter of the last name.

A seniority roster will be numbered and posted on all bulletin boards. A copy of such will be sent to the Union.

The seniority roster shall be challengeable for a period of thirty (30) days after posting are made available. Where a seniority date has existed on a previously posted roster, it is challengeable only if the names, dates of roster positions are incorrectly transferred from one list to the other. This shall apply to shift or job change only. There shall be no time limit in the result of a lay-off.

Seniority among full-time Employees will be based on their length of service in the full-time classification. All seniority rights for Employees shall be lost if any of the following occur:

1. Resignation of the Employee;
2. Discharge of any Employee for just cause;
3. Absence for three (3) successive assigned workdays without permission or without proper notification to the Superintendent or designee, unless prevented from doing so by serious accident or an Act of God. A telephone call will be considered proper notification provided that the call is placed to the Superintendent or Director of Transportation or his/her designee.
4. Not returning from a Leave of Absence as scheduled.
5. Not returning to work after a lay-off within fifteen (15) days after mailing of a notice to report by the School District by registered mail to the last address of the Employee as it appears on the records. A copy of the letter will be sent to the Union.
6. Lay-off in excess of twelve (12) months or period of active employment whichever is less.

The below listed, but not limited to the same, shall constitute just cause for discharge. However, such action may be subject to the grievance and arbitration procedures of this Agreement.

- (i) A dischargeable offense of the District Drug and Alcohol Policy.
- (ii) Proven Theft;
- (iii) Improper use of communication equipment;
- (iv) Inciting an illegal slowdown or work stoppage;
- (v) Physical assault;
- (vi) Any act of vandalism and/or abuse of employer property;

The Treasurer of the Union will be notified with the names and addresses and date of employment of all new Employees as they are hired and of any major change in their employment status.

In the event of a lay-off, Employees with the least seniority shall be laid off first. Recall shall be in inverse order of lay-off provided the Employees recalled are qualified to efficiently perform all available work.

JOB POSTING

The School District shall post all new job openings on any shift via e-mail (with a copy to the Union) giving employees with the required seniority and classification the right to apply on the job opening within five (5) working days.

JOB UPGRADING

Present qualified employees shall receive first consideration for any job opening that represents an upgrading from their present classification. Such consideration shall be based on seniority providing the employee is otherwise qualified. This clause does not pertain to supervisory job (Lead Technician).

SUPERVISORY JOBS: TECHNICIAN-IN-CHARGE

Such job appointments or removal thereof are at the sole discretion of the Employer and therefore such positions need not be posted.

A qualified technician or utility technician applying for a job shall retain his full technician or utility technician seniority when he/she moves from one technician or utility technician classification to another.

JOB BIDDING or APPLYING FOR A JOB

In the event of hiring or shift changing which required the redistribution of shift personnel at a branch, all shifts at that branch only shall be re-bid for the total number of employees needed on each particular shift within classification and seniority. All openings on a shift that are not filled by employees bidding shall be filled by seniority according to classification starting with the bottom man on the seniority roster. Shift changes shall be instituted no later than seven (7) calendar days following the completion of the job bidding. This job bid at each location shall take place no less than once (1) per contract year, but no more than twice (2) per contract year. New employees may be kept on a day shift for thirty (30) days and then be subject to assignment on a shift in keeping with their seniority. In the event of a lay-off, employees covered by this

collective bargaining agreement shall carry their full seniority by classification for all locations covered by the Agreement.

LAY-OFF:

Where lay-off conditions dictate that only one mechanic will be retained in a given shop, that mechanic will be the most senior technician capable of performing normal required duties. The most senior technician will be retained when the above circumstances prevail, and a lead-man will be subject to that lay-off by seniority within his/her technician classification. An employee appointed to the classification of lead technician within a six (6) month period prior to a lay-off shall be subject to that lay-off within his technician or utility technician classification by seniority.

In the event of a lay-off, employees shall be notified not later than the end of their shift on the last day of their work week. A lay-off notice, in writing, shall be submitted to the employee as well as to the Union for purposes of record relating to welfare and pension payments under Consolidation Omnibus Budget Reconciliation Act (C.O.B.R.A.). Seniority rights of a laid-off employee will continue to accumulate while he is laid-off for a period equal to the length of service or two (2) years, whichever is shorter.

ARTICLE 8 – VACATION:

All full-time Employees who have been continuously employed one (1) year or more shall receive paid vacation benefits in accordance with the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION BENEFIT
One (1) year, but less than five (5) years	2 weeks
Five (5) years, but less than ten (10) years	2 weeks
Over ten (10) years	3 weeks
Fifteen years of service	3 weeks

Employees will be allowed to carry over up to five (5) unused vacation days for use in the next contract year.

Full-time eligible for vacation benefit shall receive forty (40) times their current hourly rate for each week of vacation.

Wherever possible, vacations will be given at times most desired by the Employees, who will be permitted to indicate their choice by order of seniority. Union members shall not take vacation on the same dates, unless previously approved. Vacation schedules will be available by request from the Director of Transportation.

Any Technician desiring to take a vacation in days may do so according to the terms listed below:

- (1) Maximum (2 week)
- (2) Written request submitted to the Superintendent or Director of Transportation at least five (5) working days prior to the day(s) requested.

Employees who do not submit a request for vacation by March 15th will be granted time off by the date of their request. If two or more Employees pick the same time period for vacation, it will be awarded on a seniority basis.

An Employee who completes twelve (12) months or more service from the date of employment upon being discharged or voluntarily leaving the service of the employer shall not only receive his vacation pay if he/she has acquired one, but shall also receive a pro-rata share of the extra days coming which shall be figured by months. Fifteen (15) calendar days or more shall be counted as a full month. Employees shall receive 1/12 of the applicable vacation for each month since the Employee's anniversary date.

Vacation pay shall be based on a employee's current rate of pay at the time he/she takes his/her vacation.

When one of the holidays designated in this agreement falls within an employee's scheduled vacation period the employee shall select and be granted either an additional day's pay or an additional day off with pay to be added to his/her vacation.

VACATION PERIOD

Vacation period shall be between July 1st – June 30th and shall be picked according to seniority and job classification of the employees.

In the event of an employee's death, his designated beneficiary shall be paid his/her vacation and pro-rata share of vacation time due him/her.

PRO-RATA VACATION

An employee who completed one (1) year or more service from the date of employment, upon being discharged, or voluntarily leaving the service of the employer shall not only receive his/her vacation pay if he/she has acquired two, three, or four weeks, but shall also receive a pro-rata share of the extra months he/she may have coming which shall be figured by months. Fifteen (15) calendar days or more shall be counted. Anniversary date shall be used in computing pro-rata vacation.

If an employee is terminated during any anniversary year, the employee will be entitled to a pro-rata share of vacation based on the employee's next anniversary date. Anniversary date shall be used in computing pro-rata vacation. For example: "Employees severing their service with the employer who have not attained the 60% full vacation qualifications specified in this vacation Article, shall receive vacation pro-rata based on the following schedule".

After 1 year of service: the pro-rata share shall be 6 ⅔ hours vacation pay for each month.

After 5 years of service: the pro-rata share shall be 6 ⅔ hours vacation pay for each month.

After 12 years of service: the pro-rata share shall be 10 hours vacation pay for each month.

After 15 years of service: the pro-rata share shall be 10 hours of vacation pay for each month.

A new employee who complete six months, but less than one year of service, and is laid-off, shall receive a pro-rata share of vacation based on 6 ⅔ hours for each month employed.

PRO-RATA TRANSITION YEARS

An employee having completed 1 year, 4 years, 11 years and 14 years, and upon entering the 2nd, 6th, 13th, or 16th year, shall upon having worked sixty percent (60%) of the straight time hours in said year, be entitled to a full vacation with pay based upon his/her next anniversary date.

ARTICLE 9 – UNION OFFICIALS AND STEWARDS:

A steward may be appointed for each shop at the discretion of the Union, but in no case shall he/she have the authority to change any part of/or wording of this agreement. If a shop has a steward he/she must be informed as soon as possible in event of employee discharge, so that if a discrepancy exists regarding the discharge, the member as well as the steward may immediately contact the business representative allowing him to adjust the grievance with a minimum loss of time. Accredited representative of Automobile Mechanics Local #701 shall be permitted to enter the shop of the employer for business purposes during day or night shifts. Any meeting with employees must occur during the employee's break time not during regular work time.

ARTICLE 10 – DISCIPLINARY ACTION:

The Employer shall not discharge any employee without just cause, but in respect to discharge shall give at least two warning notices of the complaint against such employee, in writing, and a copy of the same to the Union. Upon the third or subsequent warning letter an employee may be discharged, and the warning letter must be issued at the time of discharge. If the employee is not discharged on the third or subsequent

written warning letter, the employer must issue an additional written letter at the time the employee is discharged. (Exception would be for gross violations of School Policies and Procedures as stated in BOE policy).

And, when discharge for poor attitude or inefficiency is imminent, the Employer shall give the Union an opportunity to adjust the dispute, except that no warning notice nor such opportunity need be given if the cause for such discharge is for example:

- (a) Violent conduct
- (b) Proven theft or dishonesty
- (c) Drinking of any alcoholic beverages or use of illegal drugs
- (d) Reporting for work under the influence of alcohol or illegal drugs
- (e) Proven gross insubordination

Employee discipline will follow the procedures located in the approved Board of Education policies. Specifically, BOE policies (5:240, 5:120 and 5:290 detail the policies and procedures regarding employee discipline).

Discharge must be by written notice sent certified mail to the employee to his/her last known address, with copy to the Union. Any employee may request an investigation as to his/her discharge.

Warning notices must be presented to the employee and a copy mailed to the Union within fifteen (15) days following any infraction which the Employer considers to be grounds for a written warning notice. Any warning notice presented to the employee and the Union more than fifteen (15) days following an infraction is invalid. Warning letters issued for poor workmanship will be considered valid if issued within fifteen (15) days of the discovery of the basis for the warning letter, but in no event shall a warning letter on workmanship be issued more than forty-five (45) working days after the work was completed by the technician.

ARTICLE 11 – GRIEVANCES

Any individual employee or group of employees shall have a right to present grievances to the employer and to have such grievances adjusted.

All grievances must be presented to the proper official of the BOE within fifteen (15) calendar days from the date of the event occurs or from the last date of occurrence which gives rise to the grievance. **The BOE** shall be under any obligation to consider any grievance which is not presented within the time provided herein. Any grievance that is not appealed within the time specified in this article shall be considered as settled on the basis of the decision last given and shall be final and binding upon the employer, the Union and the employee or employees involved. However, in all steps of the grievance procedure an extension of time to appeal or answer a grievance may be agreed upon in writing.

Should any difference arise between the employer and the employee which cannot be adjusted, then the following procedure shall be followed: The grievance must be filed with fifteen (15) days of the occurrence.

First: An effort shall be made to adjust the grievance by and between the employee having the grievance and his/her immediate supervisor. If he/she so desires, the employee may also have his/her Union representative present and the grievance may be presented by the Union representative.

Second: If the grievance is not resolved within five (5) days at the first level and if the Union elected to proceed with it, the grievance shall be reduced to writing and an attempt will be made to adjust the grievance by and between the Region Operations Manager and a Union representative.

Third: If a grievance is not resolved within ten (10) days at the second level, it shall promptly be referred for adjustment to the appropriate Union official and a management representative of the employer.

Thereafter, an effort shall be made to adjust the grievance by the management representative and a representative of the Union and the grievance shall be in writing.

ARTICLE 12 – ARBITRATION

- (a) Any grievance which remains unsettled after having been fully processed pursuant to the first three (3) steps in the grievance procedure, as set forth in Article 12 (Grievances), may be submitted to arbitration upon written request of either the Union or the employer to the other provided, however, that such request is delivered by the requesting party to the other party within ten (10) calendar days after receipt by the Union of the final decision of the employer pursuant to step three of the grievance procedure.
- (b) If arbitration is requested, the Union and the employer shall select one arbitrator from a panel of seven provided for by the FMCS Federal Mediation and Conciliation Services.
- (c) The arbitrator shall be bound by the terms and provisions of this Agreement and shall have no authority to add to, subtract from, modify or amend any provision of this Agreement. A decision of the arbitrator on any grievance within the scope of the issues submitted shall be final and binding on the employer, the Union and the employee or employees involved.
- (d) The arbitrator's fee and expenses shall be borne equally by the parties to this Agreement.

ARTICLE 13 – COMPENSATION CLAIMS

An employee who is injured on the job, and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during his/her scheduled working hours shall receive his/her regular hourly rate of pay for such time.

ARTICLE 14 – FUNERAL LEAVE

In the event of a death in the family (as defined by the ILCS) wife, husband, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law or legally adopted stepchildren and grandparents, a full-time employee shall be granted up to a maximum of two (2) compensable days from work to attend the visitation/wake or funeral. Such days shall be paid at the rate of 8 hours pay each day at the applicable straight time rate (day rate). When an employee needs to take more time than specified above, the employee shall be able to use accrued sick leave to cover the additional absence.

*Should a death occur during an employee's vacation, the employee will be allowed to convert his/her vacation day to funeral leave.

At no time shall there be duplicate compensation, examples being: holidays, authorized leaves of absence, or absence from work due to personal or compensable sickness or injury at the time of the funeral.

Employees otherwise being compensated for vacation or paid sick leave will not be eligible for this guaranteed pay.

Should a holiday fall within the employee's leave there shall be no duplication of compensation.

Employees on leave of absence or sick leave or lay-off will not be eligible for the guaranteed pay.

ARTICLE 15 – DUES AND INITIATION FEES:

The employer where so authorized and directed in writing by an individual employee subject to this contract upon a form or authorization in conformity with the provisions of the Labor Management Relations Act of 1947, shall deduct initiation fees and dues from the pay of such employees the first pay day of the current

month, and shall remit the same to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the current month.

ARTICLE 16 – HAND TOOLS

All mechanics shall furnish small hand tools, and the employer shall furnish all heavy duty tools including cutting tools. In the event of a difference in opinion as to what constitutes "small hand tools" or "heavy duty tools" that cannot be adjusted between the proper official of the employer and a representative of the Union, the dispute shall be resolved pursuant to the agreed upon grievance and arbitration procedure.

*The employer will make available specialty tools that employees need in order to complete their job duties. Examples include but are not limited to: 3/4 inch drive tools, 3/4 inch air tools, over-sized wrenches, laptop computers and scanners.

ARTICLE 17 – TOOL INSURANCE:

The employer will provide insurance for all equipment in the bus garage. A typed list/inventory of equipment/tools must be provided to the Director of Transportation on a yearly basis to ensure proper **year-round** insurance coverage.

ARTICLE 18 – COMMERCIAL DRIVER'S LICENSE AND REQUIRED PHYSICAL:

- 1) Where State law requires that it is necessary for any employee coming under the jurisdiction of this contract to have a Commercial Driver's License, the cost of obtaining the employee's first Commercial Driver's License shall be borne by the employee. However, the District shall allow the use of a vehicle and a reasonable amount of time to take the test. Any employee required to obtain or renew a CDL shall have up to six (6) months during which to obtain the CDL or be subject to discharge. All costs to keep the CDL current or up-to-date will be paid by the employee.
- 2) All physical examinations when required by the employer and performed under his/her direction shall be paid by the employer, except for the original required physical exam to be employed. The cost of finger printing will also be paid by the employee. However, if a Physical Exam is required by the State of Illinois to maintain a license or certification, this cost is paid by the employer. If the District requires additional tests such as a Drug Test, the District will be required to pay for these tests.

ARTICLE 19 – SICK LEAVE AND FMLA

Sick leave is available to all employees who work a minimum 25 hours per week or 5 hours per day and is granted at the rate of one day per full month of employment, as defined by the employee's work day.

9 month employee = 9 days of sick leave
10 month employee = 10 days of sick leave
11 month employee = 11 days of sick leave
12 month employee = 12 days of sick leave

(i.e.: If an employee is scheduled to work an 8-hour day, this would qualify for an 8-hour sick leave day. If an employee is scheduled to work a 5-hour day, this would qualify for a 5-hour sick leave day.)
Such sick leave days may not be used in increments of less than one half day at a time.

Unused sick leave for district purposes shall accumulate to a maximum of 370 days, including the leave of the current year. Unused sick leave for IMRF purposes shall accumulate to a maximum of 240 days.

Sick leave shall be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. Immediate family shall mean parents, spouses, brothers, sisters, children, grandchildren, grandparents, parents-in-law, grandparents-in-law, brothers/sisters-in-law, and

legal guardians. Pregnancy related disabilities for an employee or employee's spouse only, shall be treated as sick leave.

After an absence of three consecutive days for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's certificate of treatment.

Excessive absenteeism or recurring pattern of absenteeism shall be reviewed by the Superintendent or designee for determination of remediation/termination procedures.

Any sick day during the work week will be paid at the average daily assigned hour rate and does not accumulate toward any overtime for that week.

FMLA (Leave of Absence with Pay)

In addition to sick leave, employees shall be granted leave per the Family and Medical Leave Act of 1993. An employee who qualifies for leave under FMLA has up to 12 weeks of leave in 12-month period. A week will be defined as having three or more school attendance days. Under this FMLA leave, an employee may elect to use some or all of his/her accumulated sick leave to cover this leave of absence with pay. Any days that the employee elects not to cover with paid sick days will be considered unpaid days per administrative approval.

Employees will be informed of their rights under the Family and Medical Leave Act via a link to the statute and accompanying regulations provided on the District website. Additionally, a flier featuring an overview of FMLA information will be posted in each building and attached to this document.

ARTICLE 20 – JURY DUTY

All full-time employees called for jury duty will receive the difference between eight (8) hours of pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of ten (10) days' pay for each contract year.

When such employees report for jury service on a scheduled work day, they will not unreasonably be required to report for work that particular day.

Time spent of jury service will be considered time worked for purposes of employee contributions to health and welfare and pension plans, vacation eligibility and payment, and seniority, in accordance with the applicable provisions of this Agreement to a maximum of ten (10) days for each contract period.

ARTICLE 21 – QUALIFICATIONS – CLASSES OF INSTRUCTION:

Employees are encouraged to provide in writing their desire for training to the Transportation Director. In some instances, employees may be required to travel or do preparatory work during non-compensated time, in order to participate in the training program. When an employee is away from the location attending an instructional program, the employee will be compensated eight (8) hours per day in the case of a 5-8 hour day and 10 hours in the case of working 4 – 10-hour days. Employees will be reimbursed for reasonable and customary expenses in accordance to the Board Policy manual.

During the term of this Agreement, if the Federal, State or Local government mandates minimum standards in the areas of safety or technical qualifications, it is understood and agreed that nothing in this Agreement will prohibit the employer from compliance.

It is understood and agreed that employees shall have eighteen (18) months from the date of ratification to complete the required qualifications for their respective classifications. It shall be the employee's responsibility to complete and pass the required home study portions of each required qualification within eighteen (18) months hereof. It shall be the employer's responsibility to schedule required testing following the completion of the home study portion of each qualification. Bargaining unit employees who fail to complete or maintain the required qualifications will be subject to appropriate action which could include termination.

ARTICLE 22 – PAY DAY

All employees covered by this agreement shall be paid on in full on 10th and 25th of each month. Employees shall be paid in full when laid-off or discharged. Each employee shall be provided on pay day an itemized statement of gross earnings and all deductions for any purpose.

If a holiday falls on a regular pay day, the employee shall be paid before the holiday.

ARTICLE 23 – SAFETY

- No employee shall be required to work with faulty equipment that would jeopardize his/her personal safety.
- The Employer agrees to provide adequate heat and ventilation in the shop.
- The Employer agrees to provide a welding jacket for use in the shop.
- The Employer shall be responsible for providing proper equipment in order to maintain normal safety standards under Federal or State law. Employees shall conform to reasonable safety standards as prescribed by OSHA and/or the Employer.

ARTICLE 24 – SUBSTANCE CONTROL

All employees will abide by the Board of Education policies and ILCS laws regarding Drugs and Alcohol. The employer agrees to provide the Union with at least fourteen (14) calendar days' notice prior to any modifications to this policy.

ARTICLE 25 – SUCCESSOR CLAUSE

In the event the employer shall sell or transfer the assets of the employer or any part thereof which may affect the employment status of any employees within the bargaining unit represented by the Union, the employer agrees:

1. To give at least thirty (30) days' notice of the sale or transfer prior to the date of the sale closing or effective date of the transfer.
2. When and if the employer shall go out of business or sell or transfer all or part of the employer's assets thereof where the employment of employees represented by Local #701 is terminated by the employer, the employer shall be obligated to all such employees for all vacation allowances and other benefits up to the date of the closing, sale or transfer.

ARTICLE 26 – INDIVIDUAL NEGOTIATING

Neither the Employer nor any of his/her employees shall enter into any oral or written arrangement, agreement or contract that is contrary to this Agreement.

ARTICLE 27 – NON-DISCRIMINATION

The employer and the Union agree that neither party to this agreement shall in any way discriminate against any person or persons seeking employment or conditions after employment because of race, color, national origin, creed, age, sex, disability and veterans. Any references to the male gender shall include the female gender. The Employer agrees to comply with the provision of the Family and Medical Leave Act.

ARTICLE 28 – SCOPE OF AGREEMENT

If there should be any changes in working hours or wages due to national or state laws during the life of this Agreement, that part of the Agreement pertaining to hours and wages only shall be immediately reopened and adjusted between the School District and the Union.

ARTICLE 29 -- COMPLETE AGREEMENT

This Agreement contains the complete understanding between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by mutual written consent of the parties hereto.

ARTICLE 30 -- DEFINED CONTRIBUTION PLAN 401k

The Employer agrees to become a Contributing Employer to the Mechanics' Local No.701 Defined Contribution 401(k) Plan for all its employees who are working under this Agreement.

Section 1. **Salary Deferral Deductions.** The Employer also agrees to deduct from the Employee's regular paycheck and forward such deferrals to the Plan in the following amount and manner:

- (a) The Employer will make authorized weekly pre-tax deductions of a specified percentage of the employee's current earnings for each pay period ("salary deferral deductions"). The Employer shall deduct such sums as the Employee may authorize in writing. The Employer shall notify the Mechanics' Local No. 701 Defined Contribution 401(k) Plan immediately of any newly hired employee. All employees covered by this Agreement will be automatically enrolled at a fixed salary deferral percentage of 3% from their pre-tax wages unless the employee affirmatively elects otherwise. Employees may change their deferral deduction percentage annually during open enrollment.
- (b) Such salary deferral deductions are required to be remitted to the Plan by the Employer and must be sent to:

**Mechanics' Local No.701 Defined Contribution 401(k) Plan
361 S. Frontage Road, Suite 100
Burr Ridge, IL 60527**

Or such other address as the Trustees may require.

- (c) All such salary deferral deductions shall be remitted to the Plan on the tenth (10th) day of the month following the pay period for which the deductions are made or as soon as administratively practicable but in no event later than the fifteenth (15th) day of the month following the pay period for which the deductions are made.
- (d) In the event the Plan allows for loans to participants, the Employer agrees to make deductions from the employee's wages of any monthly amount required by the Plan to pay back a loan taken from the Plan by the employee. Such amounts will be deducted and remitted to the Plan in accordance with paragraphs (a), (b) and (c).
- (e) The Employer agrees to maintain and abide by any salary deferral election form provided by the employee to the Employer and to provide the Trustees of the Plan with all compensation and other data needed for the Trustees to administer the Plan in accordance with the terms of the Plan and applicable law.
- (f) The Employer agrees to be bound by, and hereby assents to the Declaration of Trust for the Plan to be established by the Trustees of the Plan.
- (g) This Article contains the entire understanding between the Employer and the Union for the participation of this group of employees in the Plan. No oral or written modification of this Article shall be binding unless agreed to in writing by the Union and Employer and assented to in writing by Trustees of the Plan. The Employer and Union agree that no grievance procedure, settlement, or arbitration shall be binding on the Trustees of the Plan. The Union

and Employer acknowledge that the Trustees of the Plan may require the execution of a Participation Agreement prior to, or as part of, an Employer's participation in the Plan.

- (h) This Agreement shall become effective upon its acceptance by the Trustees of the Plan. No employee salary deferral deductions shall be deducted until notification of acceptance by the Trustees of the Plan.
- (i) The Employer and Union agree that except as specifically provided herein, the terms of the Declaration Trust Agreement, will control the operation and administration of the Plan.
- (j) The Employer agrees to provide the information and certifications required by the Trustees to monitor compliance with the Plan, the Declaration of Trust and applicable law, including compensation and other information regarding all Bargaining Unit employees of the Employer. If the Employer fails to comply with Sections 401(a)(4), 410(b) and 401(k) of the Internal Revenue Code, or if the Plan is top-heavy with respect to the Employer's employees, or if the Employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the Employer's employees shall terminate. In addition, the Trustees may in their discretion terminate an Employer's Participation Agreement at any time upon 60 days written notice.

ARTICLE 31 – DURATION OF AGREEMENT

IT IS AGREED that when this Agreement is signed or agreed to, same shall be in effect from July 1, 2021 THROUGH June 30, 2024, and shall continue automatically from year to year thereafter, unless notice in writing is given by either party desiring a change sixty (60) days before the expiration date of any year.



Representative for Board of Education



Representative for Local No. 701

Date 8/13/21

This CBA is valid once signed by the Representative for the board of education and ratified by the bargaining unit.