

FINAL OFFICAL COPY

COLLECTIVE BARGAINING AGREEMENT

by and between

Minooka Community Consolidated School District 201

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
OF CHICAGO, ILLINOIS, AND VICINITY
LOCAL NO. 399**

April 17, 2023 through June 30, 2025

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**AGREEMENT FOR PERIOD
APRIL 17, 2023 THROUGH JUNE 30, 2025**

THIS AGREEMENT made and entered into as of the April 17, 2023 by and between

**THE BOARD OF EDUCATION OF MINOOKA COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 201**, hereinafter referred to as the "Employer" or "District"

AND

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

SECTION 1. RECOGNITION - JURISDICTION

The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of negotiating wages, hours, and terms and conditions of employment for all full-time skilled maintenance workers employed by the Employer (Case No. 2022-RC-008-C), but excluding all office, clerical, professional employees, guards and all supervisory, managerial, confidential and short-term employees as defined by the *Illinois Educational Labor Relations Act*.

SECTION 2. MANAGEMENT RIGHTS

- A. **RESERVATION OF IELRA RIGHTS** - It is understood and agreed that the Employer has and retains all the customary and usual rights, functions, and authority of management pursuant to the *Illinois Educational Labor Relations Act*. The Union recognizes and acknowledges that members of the bargaining unit are employees of District No. 201.
- B. **RESERVATION OF LEGAL RIGHTS** - The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it under the *Illinois School Code* and by the laws and the Constitution of the State of Illinois and of the United States.
- C. **EMPLOYER RIGHTS** - Except as provided in this Agreement, the Employer hereby retains and reserves unto itself the rights listed below. The exercise of these powers, rights, authority, duties, and responsibilities by the Employer, in adoption of its policies, rules, regulations and practices in furtherance thereof, and its use of judgment and discretion in connection with this exercise, shall be limited only by the specific and express terms of the Agreement. The Employer option to not exercise any rights hereby reserved to it, or it's exercising any such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- a. To the exclusive managerial, organizational, and administrative control of the District and its properties and facilities;
- b. To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services that have traditionally and historically been contracted out;
- c. To hire all employees, and, subject to the provisions of law, to determine their qualifications, duties, responsibilities, and the conditions for their continued employment or dismissal for cause; and to review, evaluate and assign all such employees subject to the grievance and arbitration procedure;
- d. To establish educational policies, goals, and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of employees required to maintain the efficiency of the District's operations; and
- e. To build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and take action on any matter in the event of any emergency.

This list is not meant to be exclusive or to limit the Employer's powers, but such is merely an illustration of the Employer's management abilities and rights. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer in the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

SECTION 3. PROBATIONARY PERIOD AND REDUCTION IN FORCE

- A. PROBATIONARY PERIOD – Employees shall have a six (6) month probationary period. The Employer shall be the sole judge as to whether any probationary employee shall be retained or continued in employment. During an employee's probationary period the Employer shall have the sole right to lay off or discharge an employee and the Employer's exercise of such right shall not be subject to the grievance and arbitration procedure.
- B. SENIORITY, REDUCTION IN FORCE (RIF) & RECALL - Reduction in force shall be made on the basis of seniority accrued. Employees with the least seniority in the affected category of position shall be removed in such sequence (i.e., least to most senior) until the necessary reduction has been made, provided more senior employees are qualified to hold the positions of the less senior employees. In determining an employee's qualifications for purposes of reduction-in-force, the Employer shall consider any statutory or regulatory employment pre-requisites, and the specific skills required for the position as determined by the Employer in its policies, rules, regulations, or job descriptions.

Employees who have not successfully completed their probationary period shall not have seniority. Employees who successfully complete their probationary period shall have seniority starting with their date of hire in the District.

To be eligible for recall, the honorably dismissed employee must provide the Employer, prior to the last day of employment, with written notification of the address where the employee may be reached. The employee must notify the Employer in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period. Any employee recalled during the recall period shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal and prior to recall during which the employee did not work shall not be counted towards seniority.

SECTION 4. UNION DUES AND INDEMNIFICATION

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

The check-off authorization shall remain in effect unless and until it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the Employer of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked.

- B. PEF - Effective April 17, 2023, the Employer will deduct a minimum of ten dollars (\$10.00) per month from employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the Employer. Payments will be made either by a separate check payable to Local 399 IUOE PEF or via wire transfer at the Employer's option. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE PEF has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

SECTION 5. WAGES AND LEVELS:

- A. WAGES - Effective July 1, 2022, the regular hourly rate for all bargaining unit employees shall be:

Level 1: \$23.00/hour
Level 2: \$26.00/hour
Level 3: \$30.00/hour

Effective July 1, 2023, the regular hourly rate for all bargaining unit employees shall be increased by three percent (3.0%).

Effective July 1, 2024, the regular hourly rate for all bargaining unit employees shall be increased by three percent (3.0%).

Employees will be paid every two (2) weeks or twenty-six (26) times each year.

B. LEVEL DEFINITIONS

Level 1: Employee must have:

1. High School Diploma of GED;
2. Little or no trade experience; and
3. No relevant certifications/licenses in a field related to the services and maintenance needs of the District including but not limited to HVAC, Mechanics, Electrical, Plumbing, Carpentry and Systems Operation.

Level 2: Employee must have:

1. High School Diploma of GED; and
2. Possesses relevant certifications/licenses in a field related to the services and maintenance needs of the District including but not limited to HVAC, Mechanics, Electrical, Plumbing, Carpentry and Systems Operation or has an EPA 608 Universal Certification.

Level 3: Employee must have:

1. High School Diploma of GED: and
2. Thirty-six (36) credit hours successfully completed in certification program at JCC or comparable program.

All employees employed with the Employer as of April 17, 2023 shall be placed at Level 2. Any current employee who does not have the EPA 608 Universal Certification must attain such certification by July 17, 2023. If a current employee does not attain the EPA 608 Universal Certification by July 17, 2023, he/she shall have his/her hourly rate reduces to the Level 1 rate effective July 18, 2023.

SECTION 6. OVER-SCALE RATE

- A. Each employee covered by this Agreement shall receive the cents per hour increases in wage rates provided in Section 6 even though he/she may be enjoying a wage rate higher than that specified in Section 6 prior to the day preceding any general wage rate change under this Agreement. Although this Agreement states essential provisions covering wages, hours, and working conditions applicable to all covered employees and buildings (Employers), it does not state each privilege, rule of the shop or working conditions which employees in a particular building have enjoyed under the prior Agreement or the particular working conditions actually in effect in such building. Accordingly, it is agreed that no building (Employer) shall use this Agreement as a reason for reducing or

eliminating a beneficial working rule, rule of the shop privilege, wage rate or salary, without first obtaining consent of the Union.

- B. EARLY REPORTING - Should any employee be required to report to work earlier than his/her normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate. If the District and employee mutually agree, the employee may flex his/her time that same day by leaving earlier than the normal ending time.

SECTION 7. WORK WEEK

The regular work week consists of five (5) days within a seven (7) day period beginning at 12:00 a.m. Saturday until 11:59 p.m. Friday. The standard work week for full time employees shall not exceed forty (40) hours per week and eight (8) hours per day. Each employee who works seven and a half (7 ½) continuous hours or longer shall be entitled to a duty-free lunch of no less than thirty (30) consecutive minutes in length beginning no later than five (5) hours after the start of the work period. Starting and ending times of employment and lunch scheduling by an agreement between the union and the employee's immediate supervisor.

SECTION 8. BEREAVEMENT LEAVE

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of two (2) scheduled workdays at straight time, provided the employee attends the funeral and at the request of the Employer, the Employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Employer. The term "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, and those whom the employee has legal guardianship or relatives living in the employee's immediate household.

SECTION 9. MAXIMUM LEAVES OF ABSENCE

Employees shall be able to request an extended leave of absence in accordance with District Procedures for consideration as historically has been allowed.

SECTION 10. JURY DUTY

Any employee required to report for jury duty will continue to receive their pay with no loss of any leave, seniority, or loss of any other benefits. The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury duty.

SECTION 11. VACATION

The Employer agrees to provide Vacation Time to the same extent and subject to the same terms and conditions prescribed by the "District Office Educational Support Personnel Handbook." The Employer shall confer with the Union prior to implementing any changes to any part of or the totality of these benefits and the Union may demand to bargain the impact of any said changes, but waives it right, if any, to bargain the Employer's decision to implement any changes to these benefits.

SECTION 12. INFORMATION TO PROVIDE TO THE UNION

Within ten (10) calendar days of the beginning of the school term and every thirty (30) calendar days thereafter, the Board will provide the Union with access to an editable digital file containing the following information concerning each employee in the bargaining unit:

- Employee name;
- Title;
- Worksite location;
- Home address;
- Work phone number;
- Identification number, if available;
- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District.

Also, within ten (10) calendar days from the date of hire of a bargaining unit employee, the Board will provide the following information concerning the new employee to the Union:

- Employee's name;
- Title;
- Worksite location;
- Home address;
- Work phone number;
- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District.

SECTION 13. HOLIDAYS AND HOLIDAY PAY

Unless the District receives a waiver or modification of the School Code allowing it to schedule school on a holiday listed below, the following days, or the days on which they are legally observed, shall be observed as paid holidays for twelve (12) month employees only:

Memorial Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve
Christmas Day
Day After Christmas
New Year's Eve
New Year's Day
President's Day
Good Friday
Juneteenth (when it falls on a weekday)
Independence Day
Columbus Day

Dr. Martin Luther King Jr. Birthday

SECTION 14. PERSONAL/SICK TIME

Employees shall be entitled to the sick day policy from the "District Office Educational Support Personnel Handbook." The Employer shall confer with the Union prior to implementing any changes to any part of or the totality of these benefits and the Union may demand to bargain the impact of any said changes, but waives it right, if any, to bargain the Employer's decision to implement any changes to these benefits.

Employees shall be entitled to the Personal Leave policy from the "District Office Educational Support Personnel Handbook." The Employer shall confer with the Union prior to implementing any changes to any part of or the totality of these benefits and the Union may demand to bargain the impact of any said changes, but waives it right, if any, to bargain the Employer's decision to implement any changes to these benefits.

SECTION 15. PENSION

Employees shall be entitled to the retirement policy from the "District Office Educational Support Personnel Handbook." The Employer shall confer with the Union prior to implementing any changes to any part of or the totality of these benefits and the Union may demand to bargain the impact of any said changes, but waives it right, if any, to bargain the Employer's decision to implement any changes to these benefits.

SECTION 16. HEALTH AND WELFARE

Employees shall be entitled to the Employee Benefits policy from the "District Office Educational Support Personnel Handbook." The Employer shall confer with the Union prior to implementing any changes to any part of or the totality of these benefits and the Union may demand to bargain the impact of any said changes, but waives it right, if any, to bargain the Employer's decision to implement any changes to these benefits.

SECTION 17. NO-STRIKE CLAUSE

During the term of this Agreement, there shall be no strikes, lockouts, or picketing.

SECTION 18. GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions:

1. A grievance shall be any claim by an employee, group of employees or the Union, that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. The written grievance shall contain: 1) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged to have been violated, misinterpreted or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance.
2. As used in this Article the term "days" will mean days on which the district office is open.

No grievance shall be presented hereunder which occurred prior to the effective date of the Agreement.

B. Procedure:

Before any grievance is filed, an attempt may be made to resolve the problem through free and informal communication with the immediate supervisor. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

STEP 1 – Within five (5) days of the occurrence of the event giving rise to the grievance, the grievant or the Union shall present the grievance in writing to the supervisor or designee. The supervisor or designee will arrange for a meeting to take place within ten (10) days following receipt of the grievance. Within ten (10) days of the meeting, the grievant and the Union President shall be provided with the supervisor's or designee's written response, including the reasons for the decision.

STEP 2 – If the grievance is not resolved at Step 1, then the grievant or Union designee may refer the grievance to the Superintendent or designee within ten (10) days after the receipt of the Step 1 response. The Superintendent or designee will arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within (10) days of the meeting, the Superintendent or designee will provide the written response including the reasons for the decision to the grievant and the Union President.

STEP 3 – If the Union is not satisfied with the Step 2 response, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association ("AAA"), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Step 2 response, then the grievance shall be deemed withdrawn.

C. Other Conditions:

1. Bypass: If the Union and the Superintendent mutually agree, any step of the grievance procedure may be bypassed, and the grievance brought directly to the next step.
2. Union Participation: Employee Represented: The Union has the right to participate in the processing of any grievance that has been formally presented beyond Step 1 or when requested by the employee.
3. Release Time: Investigation or processing of any grievance shall normally be carried out on the employee's own time, after school hours. However, with prior written approval of the Superintendent, affected personnel may investigate or process a grievance on school time without loss of salary.
4. Filing of Materials: Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.
5. Grievance Withdrawal: A grievance may be withdrawn at any level without prejudice.
6. Time Limits: The failure of the grievant or the Union to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the grievant or Union to proceed to the next step. Time limits may be extended only by mutual agreement.

7. Arbitrator's Power: Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the finding of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Article and Sections of this Agreement.
 - a. He/she shall have no power to establish salary structures.
 - b. His/her powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement.
 - c. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment received during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case. In any case, an award shall not go back further than the beginning date of the Agreement in effect at the time the grievance arose.
8. No Reprisals: No reprisals or any kind shall be taken by the grievant, the Union and/or Board against any employee because of his/her participation in the grievance procedure.
9. Costs: Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator, the American Arbitration Association and a court reporter will be divided equally between the parties. If either party requests a transcript, that party shall bear the full costs of the transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Union.

SECTION 19: MISCELLANEOUS

- A. PERSONAL PROTECTIVE EQUIPMENT: The employer shall provide all necessary personal protective equipment for each employee at no cost to the employee.
- B. CELL PHONE REIMBURSEMENT: Employees shall receive a monthly cell phone stipend of ninety dollars (\$90.00) to be reimbursed for business-related costs incurred when using their individually-owned cell phones.
- C. UNIFORMS AND SHOE ALLOWANCE: Upon hire, a new employee will be given five (5) work shirts to be worn each day of report. For every subsequent year of employment, each employee will be given three (3) additional work shirts. Beginning on the employee's date of hire, the District will reimburse an employee up to one hundred twenty-five (\$125.00) per year for the cost of steel toed safety boots.

SECTION 20: M.C.L. CREDIT UNION

Local 399 members are now eligible for participation in the Midwest Coalition of Labor (M.C.L.) Credit Union. If mutually agreed upon between the Employer and employee, direct deposit and savings deductions will be made available.

SECTION 21: TUITION REIMBURSEMENT

Reimbursement for courses from JCC of a comparable institution, upon prior approval by the Superintendent or designee shall be as follows:

- a. Up to seventy-five dollars (\$75.00) per credit hour;
- b. Reimbursement for up to fifteen (15) credit hours per fiscal year (last day of class between July 1 and June 30 annually) will be made for an approved course(s) upon the receipt of a grade card or an unofficial or official transcript. In addition, a paid receipt for the cost of tuition or other evidence of payment of tuition is required for reimbursement;
- c. Reimbursement beyond fifteen (15) credit hours per fiscal year may be granted by the Superintendent or designee, for employees enrolled in a program which dictates pacing of courses such that the number of hours prescribed by the program exceeds fifteen (15) hours per fiscal year; and
- d. Registration for coursework is the responsibility of the employee.

SECTION 22: SUBCONTRACTING

The Employer may continue to subcontract such work as it has subcontracted prior to entering into this Agreement as well as any other necessary work on a temporary basis. Subcontracting will be used to supplement the current workforce. Private vendors may be used in any manner necessary to meet the needs of the Employer but will not be used during the term of this Agreement where the effect would be to eliminate any current bargaining unit position or overtime.

In the event the Employer determines that it intends to subcontract out bargaining unit work that will result in a reduction in force of the bargaining unit, the Employer agrees to comply with all statutory requirements under the Illinois *School Code*.

SECTION 23: DURATION OF AGREEMENT

- A. This Agreement shall be effective as of April 17, 2023, and shall continue in full force and effect until midnight June 30, 2025.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right to make demands, proposals, and counter proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is, therefore, understood that during the term of this Agreement, neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or about any subject or matter not referred to or covered by this Agreement, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

This Agreement is made in duplicate, and each copy is an original copy executed this _____ day of April, 2023.

BOARD OF EDUCATION OF MINOOKA
COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 201



PRESIDENT

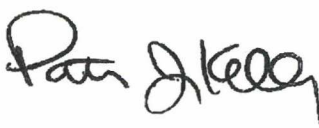
ATTEST: 

SECRETARY

5-15-23

/DATE

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399



PATRICK J. KELLY
PRESIDENT & BUSINESS MANAGER



VINCENT T. WINTERS
RECORDING/CORRESPONDING SECRETARY

4/27/2023

DATE