

BOURBONNAIS SCHOOL DISTRICT #53
AND
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399

COLLECTIVE BARGAINING AGREEMENT

July 1, 2022-June 30, 2027

Article 1

Recognition: The Board of Education of Bourbonnais Elementary School District #53, Kankakee County, Illinois, hereinafter referred to as the "Board" recognizes the International Union of Operating Engineers, Local 399, hereafter referred to as "Local 399," as the sole and exclusive bargaining agent of all full-time skilled maintenance employees, hereinafter referred to as "Employees," except for the Superintendent, Assistant Superintendent, building principal(s), assistant principal(s), substitute employees, pupil personnel services administrator, reading coordinator, licensed teaching personnel, all full-time and part-time employee assistants, and full-time and part-time custodians, and all supervisory, managerial, confidential, and short-term employees as defined by the IELRA.

Article 2

Management Rights: The Board reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred and vested in it by the laws of the Constitution of the State of Illinois and of the United States, including but without limiting the generality of the foregoing right:

1. To retain administrative control of the District and its properties and facilities.
2. To direct the work of its employees, to 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.
3. To hire all employees, and subject to the provisions of the law, determine their qualifications and the conditions for their continued employment, discipline, dismissal, or demotion, and to promote, assign and transfer all such employees which is not in conflict with the terms of this Agreement.
4. To establish educational policies, goals, objectives, to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required to maintain the efficiency of the District operations which are not in conflict with the terms of this Agreement.
5. To build, move, or modify facilities; to establish budget procedures and determine budgetary allocations, to determine the methods of raising revenue, and take action on any matter in the event of an emergency, which is not in conflict with the terms of this Agreement;
6. This list is not meant to be exclusive or to at all suggest limitations on the Board's power but merely an illustration of the Board's management abilities and rights.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board and by the Board in 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 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 3

No Strike/No Lockout: It is agreed and understood that there will be no strike, work stoppage, slow-down; or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organization to engage in such activity.

The Board will not lock out employees during the term of this Agreement unless the employees engage in an inappropriate strike, work stoppage, or slow-down during the term of this Agreement.

Article 4

Grievance Procedure

A. Definition

A grievance shall mean a complaint that there has been a violation or misapplication of any specific provisions of this Agreement. Every employee covered by this Agreement shall have the right to present grievances in accordance with the following procedures.

The written information contained in the filed grievance shall include: 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, or misapplied; 3) a listing of specific actions requested of the administration which will remedy the grievance. All time limits consist of work days.

B. Procedures

1. Informal Step

Before a grievance is filed, a sincere attempt should be made to resolve any differences informally between the aggrieved and the Principal or whomever the grievance is against. At this meeting Local 399 is entitled to be present if requested by the employee(s).

In those circumstances where informal procedures fail or are inappropriate or the employee requests formal procedures, a grievance will be processed pursuant to the stages described below.

2. First Step

The filing of the grievance at the first step must be within ten (10) business days of the occurrence of the grievance. The meeting with the Principal, and/or appropriate District representative, will be scheduled within five (5) business days of the receipt of the written grievance. The Principal, or appropriate District representative, who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within five (5) business days after the meeting, to the employee, Superintendent, Local 399's Business Agent, and Local 399's representative for the grievance.

3. Second Step (Superintendent)

In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved employee or his/her Local 399 designee will file within five (5) business days of the receipt of the Principal's (or appropriate District representative) written decision at the first step, a letter to the Superintendent requesting a meeting.

Within five (5) business days after such written grievance is received by the Superintendent or designee, the aggrieved, the Local 399 representative will meet to resolve the grievance. The Superintendent or designee will file an answer within five (5) business days for the second step grievance meeting and communicate it in writing (including the reasons for the decision) to the employee, Principal, and Local 399 representative.

4. Arbitration

If the Grievance is not resolved to Local 399's satisfaction at Step 2, Local 399 can file for impartial, final and binding arbitration under the Voluntary Labor Arbitration practices of the American Arbitration Association, which shall act as the administrator of the proceeding within twenty (20) days of the Board's response. If not filed within this period, the grievance shall be deemed withdrawn.

The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such a list, the party requesting the arbitration shall strike two names and the other party shall strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contract the parties with respect to setting up a time for a hearing. All expenses incurred shall be shared equally by the Board and Local 399. It is understood that such expenses will be limited to the Arbitrator's fee. Any legal expenses incurred should be paid by the party engaging legal counsel.

Insofar as such arbitration is limited to solely and simply to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings 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 shall be empowered, except as his powers are limited below, after due investigation, to make decisions in cases of alleged violation of the specific Articles and Sections of this Agreement.

- a. The arbitrator shall have no authority to establish salary structures.
- b. The arbitrator shall have no power to change any practice, policy, or rule of the Board not to substitute his/her judgment to that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement.
- c. The arbitrator shall have no power to decide any questions which under this Agreement is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management and shall construe such responsibilities, except as they may be specifically conditioned by the Agreement.
- d. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment. In any case, an award shall not go back further than the beginning date of this Agreement.

C. General Provisions

The failure of an employee or Local 399 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 employee or Local 399 to proceed to the next step. Time limits may be extended only by mutual agreement.

Hearings and conferences held under this procedure shall be conducted by mutual agreement.

If Local 399 and the Superintendent agree, step one of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

Class grievances involving one or more employees or one or more supervisors, the grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

No employee shall be required to discuss any grievance if Local 399's representative is not present.

A grievance may be withdrawn at any level without establishing precedent.

Article 5

Workweek: The standard work week for full-time maintenance employees shall be forty (40) hours a week and eight (8) hours a day including two (2) fifteen (15) minute paid breaks and all work schedules will be determined by the Supervisor.

Employees who work more than forty (40) hours, excluding any paid time off for holidays, vacation, personal time, or sick time, will be paid overtime at a rate of 1.5 times their regular rate of pay. All overtime must be pre-approved by the employee's supervisor.

Article 6

Work Year: The work year shall be from July 1 through June 30.

Article 7

Reduction in Force: In the event the Board determines that a reduction in force is necessary, it shall notify Local 399 and the affected employees at least two weeks prior to the effective date of the layoff. Employees shall be laid off in inverse order of seniority.

Laid off employees may be placed on a recall list for a period of one year. Employees eligible for recall will be recalled in order of seniority. Employees who fail to respond to the employer's recall within seven (7) days shall be removed from the recall list. Employees who decline a recall shall be removed from the recall list and be ineligible for future recall opportunities.

Article 8

Seniority: Seniority is the length of service in the bargaining unit in the building. Seniority within a classification shall apply for layoff and call back. Laid off employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

Article 9

Discipline: The right to employ, discipline, discharge and lay off for cause shall be vested solely in the Employer, provided the Employer had just cause for such action.

Article 10

Call-Ins: An employee called back to work shall receive a minimum of two (2) hours pay. The employer reserves the right to assign additional work to cover the full two-hour period in the event the work the employee(s) is called back for takes less than two hours. Failure to respond to a call-back may result in disciplinary action.

Article 11

Wages:

All starting pay rate will be determined by the Administration upon hiring.

Each bargaining unit member shall receive a 3% increase or Fiscal Year 2023.

Starting on July 1, 2023 and continuing for the next 4 years (FY24, FY25, FY26, FY27), bargaining unit members shall receive an increase based on CPI (with a minimum increase of 1% and maximum increase of 4.5%) as set the previous December which the District uses for PTELL.

Article 12

Insurance: As set forth in Board policy.

Article 13

IMRF Pension Contribution: As set forth in Board policy.

Article 14

Holidays: As set forth in Board policy.

Article 15

Sick Time: As set forth in Board policy.

Article 16

Personal Days: As set forth in Board policy.

Article 17

Bereavement Leave: As set forth in Board policy.

Article 18

Vacation: Current bargaining unit members will receive vacation as set forth in Board policy.

New bargaining unit members will earn vacation according to the following accrual schedule:

- From date of hire through five years of employment: 10 days per year.
- After 5 years of employment: 15 days per year.

Vacation days may not be carried over year-to-year. Bargaining unit members who fail to use the vacation time in the year that it is earned shall forfeit any unused vacation days.

Article 19

Union Dues: 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 authorization, 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.

Article 20

Term: The Term of this Agreement shall be 5 years.

WHEREAS, the Parties have executed this Agreement on this 20 day of June 2023

By: Jayne Fraey
Bourbonnais School District #53

By: Pat J. Kelly
IUOE, Local 399

Date: 6/20/23

Date: 6/20/23

Memorandum of Agreement

It is hereby agreed by Bourbonnais School District #53 (the "District") and the International Union of Operating Engineers, Local 399 (the "Union") that for the Term of this Agreement or while remaining employed by the District, whichever is shorter, employee Emmett Zumwalt will receive the two weeks of paid vacation as set forth in Board policy, but may also elect to take an additional two weeks off unpaid annually. Any unused time may not be carried over into a subsequent year.

This Memorandum of Agreement is hereby entered by:

By: Jayne L Raef
Bourbonnais School District #53

By: Pat J Keagy
IUOE, Local 399

Date: 6/20/23

Date: 6/20/23