

AGREEMENT

By and Between

**THE BOARD OF EDUCATION
REAVIS HIGH SCHOOL DISTRICT NO. 220
BURBANK, ILLINOIS**

AND

**THE STATE AND MUNICIPAL TEAMSTERS AND
CHAUFFEURS UNION LOCAL NO. 700
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA**

Effective July 1, 2014
Through June 30, 2018

INDEX

Memorandum of Agreement 1

ARTICLE I Union Recognition, Membership and Security

 1.1 Bargaining Agent and Personnel Represented..... 2

 1.2 Non-Discrimination Against Union 2

 1.3 Management’s Inherent Right..... 2

 1.4 Union Security and Check-off..... 3

 1.5 Altercations with Students..... 3

 1.6 D.R.I.V.E. 3

ARTICLE II Wages

 2.1 Wages (Basic Straight Time) 4

 2.2 Shift Differential 4

 2.3 Wages (Overtime) 4-5

 2.4 Wages Payable..... 5

ARTICLE III Benefits

 3.1 Holidays 6

 3.2 Vacations 6-7

 3.3 Sick Leave 7

 3.4 Personal Leave..... 7-8

 3.5 Bereavement Leave 8

 3.6 Military Leave 8

 3.7 Leave for Jury Duty..... 8

 3.8 Leave for Absence8-9

 3.9 Uniforms 9

 3.10 Health and Welfare..... 9

 3.11 Retiree’s Life Insurance..... 9

 3.12 Retirement Plan 9

 3.13 Physical Examination 9

 3.14 CDL Renewal 9

ARTICLE IV Working Rules and Conditions

 4.1 Conditions of Employment 10

 4.2 Workday, Workweek, Shift Schedule 10

 4.3 Job Bidding..... 10

 4.4 Trip Service and Off-the-Road Work 10

 4.5 Call-Back 11

 4.6 Overtime Work..... 11

 4.7 Full Day’s Work for a Full Day’s Pay 11

 4.8 Employee’s Responsibility..... 12

 4.9 Job Description 12

 4.10 Layoffs 12

 4.11 Notice of Voluntary Termination..... 12

ARTICLE V	Seniority and Discipline	
5.1	Seniority.....	13
5.2	Disciplinary Action.....	13
5.3	Drug Testing.....	13-14
ARTICLE VI	Grievances	
6.1	Union Representatives.....	15
6.2	Grievance Defined.....	15
6.3	Individual Grievances.....	15
6.4	Grievance Procedure.....	15-16
6.5	Union Grievances.....	16
6.6	Procedure on Terminations.....	16
6.7	Time Limits.....	16
ARTICLE VII	Arbitration	
7.1	Arbitration Procedure.....	17
ARTICLE VIII	Limitations of Agreement	
8.1	Legal Limitations.....	18
ARTICLE IX	Miscellaneous	
9.1	Notices.....	19
ARTICLE X	Effectiveness of Agreement and Changes or Amendments	
10.1	Effectiveness of Collective Agreement.....	20
10.2	Changes or Amendments.....	20
10.3	Status of Collective Agreement during Negotiations, and Termination Thereof.....	20
10.4	No Strike Clause.....	20
10.5	No Lockout Clause.....	20
10.6	Effective Dates of Changes and Amendments.....	20
10.7	Complete Understanding.....	20-21
ARTICLE XI	Job Security	
11.1	Job Security.....	22
ARTICLE XII	Acceptance by the Parties.....	23
APPENDIX A - SALARY SCHEDULE.....		24
SIDE LETTERS OF UNDERSTANDING.....		25-28

MEMORANDUM OF AGREEMENT

This Collective Agreement is made and entered into this first day of July, 2014, A.D., by and between the Board of Education, Reavis High School District No. 220, Cook County, Illinois, (hereinafter referred to as the "Employer") and the State and Municipal Teamsters and Chauffeurs Union, Local No. 700, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America (hereinafter referred to as the "Union"), representing certain non-academic employees identified in Article 1, Section 1 of Reavis High School.

ARTICLE I
UNION RECOGNITION, MEMBERSHIP, AND SECURITY

1.1 A. Bargaining Agent and Personnel Represented

The Employer recognizes the Union as the exclusive bargaining agent in all matters pertaining collectively to wages, hours, and conditions of employment for its non-academic employees classified as:

Maintenance Foreman
Maintenance/Driver
Custodian/Driver
Custodian
Part-time Custodian

This recognition shall continue in full force and effect during the life of this Collective Agreement. Part-time employees shall not be eligible for health insurance; other benefits shall be prorated per years of continuous service on a half-time basis.

- B. In the event that the Employer establishes a new job classification (by combining, eliminating, separating, or modifying existing job classifications) within the bargaining unit in addition to those listed above, the Employer will negotiate basic hourly rate and hours of work and conditions of employment for such new classifications with the Union before any employee is assigned to such new classification.

1.2 Non-Discrimination Against Union

The Employer agrees that there shall be no discrimination against or coercion by itself or its representatives against employees because of Union membership or stewards or officers of the Union, engaged in the negotiation of agreements, the adjustment of grievances, or the performance of related work in the interest of the Union and its members. The Employer may approve payment of wages to Union representatives for time spent in negotiations between the parties to this Collective Agreement.

1.3 Management's Inherent Right

The Union recognizes the right of the Employer to manage its' operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies and conditions of employment are not inconsistent with the expressed provisions of this Collective Agreement. The Employer recognizes the Union's interest in any changes which materially affect conditions of employment of those it represents and the need to keep it informed prior to any such changes.

Among the exclusive rights of the Employer are the rights to hire, promote, demote, transfer, suspend, discharge, and discipline employees for just cause. The exercise of these rights shall be subject to the grievance procedure set forth in Article VI.

1.4 Union Security and Check-off

Upon receipt of a written authorization and assignment from an employee, the Employer agrees to deduct the regular monthly Union membership dues, and initiation fees (if applicable), from said employee's wages, in the amount and manner prescribed by the Union. The employer shall remit said deductions monthly to the Secretary-Treasurer of the Union, together with the names of the employees and the amounts transmitted on behalf of each employee.

1.5 Altercations with Students

If, in the event an employee(s) covered by the terms of this Agreement is (are) engaged in an altercation with a student(s) which requires said employee(s) to take immediate action in the best interest of the Employer, the Employer agrees that it shall provide legal support and defense of employee(s) including the furnishing of information in its possession relative to the incident, if in the Employer's judgment, the employee(s) acted with cause.

Employee(s) shall report immediately to the Employer, in writing, all cases involving altercations with students.

1.6 D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE II
WAGES

2.1 Wages (Basic Straight Time)

- A. Basic straight time hourly wages are hereby defined as those payable for work performed, Monday through Friday inclusive, but for not more than eight (8) hours work during any of the aforesaid days for a forty (40) hour workweek.
- B. For purposes of determining eligibility for overtime pay under this Section, an employee who does not work regularly scheduled hours during the workweek shall be deemed to have worked them if the absence was due to bona fide illness, injury, or similar good cause.
- C. Basic straight time hourly wages during the term of this Agreement shall be as set forth in Appendix A attached hereto and incorporated herein.

2.2 Shift Differential

- A. A shift differential shall be paid to employees assigned to perform work on the second and third shifts.
- B. The shift differential shall be:
 - \$.25 per hour second shift work
 - \$.35 per hour third shift work

2.3 Wages (Overtime)

- A. Time and one-half the employee's regular rate of pay shall be paid for all work performed after the completion of a 40-hour, on the job, workweek, Monday through Friday.
- B. Work performed on weekends shall be paid at time and one-half the employee's regular rate after the completion of a 40-hour, on the job, workweek, Monday through Friday.
- C. Work performed on a recognized holiday shall be paid for at time and one-half employee's regular rate in addition to the holiday pay, after the completion of a 40-hour, on the job, workweek.
- D. For purposes of determining eligibility for overtime pay under this section, an employee who does not work all regularly scheduled hours during the workweek shall be deemed to have worked them if the absence was due to bona fide illness, injury, or similar good cause and if such absence resulted in the use of available sick day or personal leave benefits as outlined in Article III, Section 3.3, and Article III, Section 3.4.
- E. If an employee has sick time remaining on the books, said employee will be paid for overtime work.

- F. If an employee has exhausted his/her sick time, the employee must work forty (40) hours before he/she is paid for overtime work.

2.4 Wages Payable

Wages shall be paid bi-weekly, with one (1) week withheld to allow office staff to figure payroll and overtime.

ARTICLE III
BENEFITS

3.1 Holidays

A. The Employer recognizes as holidays within the course of each year:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Presidents' Day/Lincoln's Birthday	Columbus Day
Casimir Pulaski's Birthday	Veterans' Day
Spring Friday Holiday	Thanksgiving Day
Memorial Day	Christmas Day

Plus three (3) floating holidays to be used at the discretion of the Superintendent

and will compensate the employee for eight (8) hours at his/her regular rate on such days whether or not work is performed.

- B. When a recognized holiday falls on a Saturday or Sunday, an additional vacation day shall be recognized as the holiday.
- C. Holidays will be paid holidays only if employee worked the scheduled day preceding and the scheduled day following said holiday. This subsection shall not apply if the employee has been granted an excused absence with or without pay by the Employer.
- D. The Employer will notify each employee by individual or group notice of the date or dates of each employee's floating holiday. Said notices shall be at least five (5) working days prior to the holiday.
- E. The bargaining unit guarantees that all service requirements will be provided as necessary on all floating holidays.

3.2 Vacations

- A. When a holiday recognized by the Employer occurs while the employee is in vacation status, the employee shall receive an additional day of vacation with regular wages paid at a subsequent time during the same vacation year, mutually agreed to by the employee and the Employer.
- B. Consistent with the Employer's operating requirements, vacations may be scheduled at any time during the calendar year. Subject to the foregoing, preference as to time of vacation will be given according to seniority.
- C. All workers covered herein shall, with regular wages paid, enjoy the following mandatory vacation plan (effective July 1, 2011, however, any newly hired Teamsters Union Local 700 member will be capped at four (4) weeks of vacation):

Five (5) weeks after twenty (20) years
Four (4) weeks after ten (10) years
Three (3) weeks after five (5) years
Two (2) weeks after two (2) years
One (1) week after one (1) year
Less than one (1) year will be prorated on the basis of one (1) day for every two (2) months service.

- D. In case of the death of an employee during the contract year, and who did not receive this vacation prior to his/her death, the vacation pay shall be prorated and shall be paid to the heirs, executors or administrators of the deceased.
- E. Upon recall from lay-off within one (1) year, the employee's date of employment for the purpose of determining the amount of vacation shall be the same as it was immediately prior to his/her lay-off, and he/she shall commence earning vacation with the date of reinstatement.
- F. In the event an employee who is eligible to receive a vacation during the contract year terminates his/her employment with the Employer before receiving this vacation, he/she shall be paid the vacation earned on a prorated basis.

3.3 Sick Leave

- A. Each employee shall accrue annually thirteen (13) days of sick leave. Leave accumulated at the time any illness begins shall be available to the employee, and additional leave shall continue to be earned while an employee is using that already accumulated. There shall be no limited to the amount of sick leave that may be accumulated.
- B. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness in the immediate family or household, or other reasons which may seem justifiable in the opinion of the Employer.
- C. Employee's absences resulting from work-related injuries shall not be charged against accumulated sick leave.
- D. Employees shall be notified, in writing, at the beginning of each year and periodically thereafter on request, as to the current number of sick leave days they have accumulated.

3.4 Personal Leave

- A. Each employee shall be entitled to three (3) days of personal leave per year with regular wages paid. Such personal leave is not accumulative and is not to be used the day preceding or the day following a holiday or preceding a vacation. Personal business leave not used in the year of service for which it is granted shall be added to the sick leave accumulated days.

- B. Application for such leaves shall be submitted to the Superintendent, or his designee, at least 48 hours in advance, whenever possible.

3.5 Bereavement Leave

- A. Each employee shall be given three (3) days leave with regular wages paid upon the death of anyone in the immediate family. Immediate family shall include parents, spouse, and brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and grandparent's in-law.
- B. One (1) day paid leave is permitted upon the death of any other relative.
- C. Employee must provide proof of death to Employer as evidenced by a newspaper death notice, death certificate, or comparable.

3.6 Military Leave

The Union and the Employer agree to observe and comply with all applicable Federal and State laws, executive orders, and rules and regulations concerning re-employment of employees who enter the Armed Forces of the United States government. The parties shall have the right to rely upon and act in accordance with any such laws, orders, or rules and regulations; any act in reliance upon or in accordance with said laws, orders, or rules and regulations shall not be deemed to constitute a violation of this Collective Agreement. An employee shall be granted leave with pay for working time necessarily lost in taking pre-induction physical examinations for the Armed Forces upon presentation of notice from the appropriate government Agency. An employee may participate in reserve training programs of the Armed Forces. In the event such time is not taken during an employee's vacation, he/she may be granted a leave not exceeding fifteen (15) calendar days in any one calendar year and shall be paid only the differences between his/her regular wages and pay for such military service if such pay is less than his/her regular wages.

3.7 Leave for Jury Duty

Any employee called to serve as a juror may be granted leave with regular wages paid for the period necessary, provided that the employee reimburse the District for all compensation received, other than expenses.

3.8 Leave of Absence

- A. A non-medical leave of absence without pay and without prejudice to an employee's seniority may be granted by the Employer to any employee for reasonable cause for a period not to exceed one (1) year.
- B. Requests for medical leaves of absence accompanied by a written statement from a qualified doctor may be granted without pay and without prejudice to an employee's seniority for a period not to exceed two (2) years.
- C. Any rights and privileges enjoyed by members of this bargaining agreement under any provision of this Agreement shall be exercised subject to any legally required

implementation of the Americans with Disabilities Act, or any other state or federal laws or regulations which this Board must legally observe. Employees shall be eligible for a Family and Medical Leave (FMLA) for a total of twelve (12) weeks in a twelve month period as provided by and in accordance with the provisions of the Family Medical Leave Act and the policy of the district.

3.9 Uniforms

The Employer shall provide each employee covered herein with four (4) complete uniforms per year in even years, and three (3) complete uniforms per year in odd years. Uniforms must be worn on the job during working hours.

3.10 Health and Welfare

See Separate Insert – Appendix B.

3.11 Retiree's Life Insurance

The employee, upon retirement, shall be given a \$50,000 paid up life insurance policy provided the employee has completed eight (8) years of service and is at least fifty-five (55) years of age.

3.12 Retirement Plan

The retirement plan currently in effect shall remain in effect except as modified pursuant to its terms (I.M.R.F.). Upon retirement, six hundred (\$600) dollars for each year of service will be paid to the retiree up to a maximum of twenty-two (22) years of service. Except in emergency or exceptional circumstances, when a waiver may be granted by the Board, six (6) months prior notice of the intent to retire will be required before the retirement date.

The Board will pay the retiree's single health insurance premium, provided the retiree is at least 57 years of age and has a minimum of twenty (20) years of service, for a maximum of (5) years or until the retiree reaches eligible Medicare age, whichever occurs first.

3.13 Physical Examination

Employees will take required physical examinations (X-rays, etc.) which are required by law or Reavis High School, at a place designated by the Board; this cost to be borne by the Board. An employee may take and submit a physical from his own physician; cost of this must be paid by employee.

3.14 CDL Renewal

Employees will be reimbursed for the cost of their CDL as issued by the State of Illinois.

ARTICLE IV
WORKING RULES AND CONDITIONS

4.1 Conditions of Employment

The Employer shall invite the Union to submit its views and comments on policy changes affecting working conditions of the employees under this Agreement which the school board initiates or processes and will consider such views and comments in formulating a decision.

4.2 Workday, Workweek, Shift Schedule

A. The workweek is a fixed and regularly recurring period, Monday through Friday. The full-time work schedule in the workweek shall consist of three (3) schedule nine (9) hour shifts, with a one (1) hour lunch break, Monday through Friday, forty (40) hour workweek. All employees or individual shift schedules shall be posted and maintained and any changes shall be made and posted no later than Friday prior to the Monday of which such change shall become effective.

B. The workday shall consist of eight (8) hours of work with a one-hour lunch period, a morning and afternoon rest period of fifteen (15) minutes each and ten (10) minutes wash-up time allowed before quitting.

4.3 Job Bidding

Whenever a job opening occurs because of a newly created job or because an existing job is vacated, bargaining unit employees will be permitted to apply for such job, subject to the following:

A. The job shall be posted, when possible, for a period of ten (10) workdays on the employee bulletin board. Applications must be in writing in a manner prescribed by management. The posting shall include job title, shift, inside or outside location, and the deadline for applications.

B. When all other factors are determined equal by management, seniority shall be the determining factor in job selection unless the most senior applicant has previously used his/her seniority to successfully bid on an opening in which case the next most senior applicant shall receive the position.

4.4 Trip Service and Off-the-Road Work

A. Whenever required by the Employer, drivers covered by this Collective Agreement will render trip service, being paid at the rates applicable to the hours and day or days when the service is rendered. Pay will begin at the time the driver is instructed to be ready to begin work and continue during the time he/she is actually working (driving) or waiting in a period of being available to work (drive) according to instructions given him/her by the person in charge of the trip.

B. All employees required by the Employer to work out of town, and who are required to stay overnight, shall be paid all necessary living expenses by the Employer.

4.5 Call-Back

- A. These are defined as an official assignment of extra work not joined to an employee's regularly scheduled shift of the same workday, or on his/her free days. Time not worked taken for an employee's convenience does not break the junction of the work referred to in the preceding sentence.
- B. Employees covered by this Collective Agreement (who have completed their regularly assigned work shifts and departed from the Employer's premises) who are called back during the same workday for work additional to their regularly scheduled work shifts, or on their free days, and who report back upon the Employer's premises at the time specified in the call-back with no work being offered, shall be paid at least three (3) hours pay at overtime or premium rates, whichever is applicable. If the employee called back actually reports back upon the Employer's premises at the time specified in the call-back and does any work whatsoever for the Employer, he/she shall have a minimum guarantee of three (3) hours pay, or be paid for actual time worked, whichever is greater, at overtime or premium rates specified elsewhere herein applicable to the days and hours the call-back is obeyed or work is performed. There will be work assigned for the entire period the employee is called back.

4.6 Overtime Work

- A. Inasmuch as the Employer operates an educational institution, functioning in the public good and welfare, and services provided it by employees covered in this Collective Agreement are essential to operation of said institution, said workers, through acceptance of this instrument by their duly constituted Bargaining Agent, individually and collectively guarantee to perform overtime work whenever the Employer deems such work necessary, being paid for such work at the rates established herein.
- B. The Employer will make known to employees expected to do overtime work the probability of its being necessary as far in advance thereof as practicable, except in unforeseen cases or emergencies.
- C. The Employer's policy is to offer opportunity to do overtime work as equally as practicable among all qualified employees in the job classification and department where said work becomes necessary. If this does not produce sufficient employees to cover the Employer's requirements, the Employer will then proceed to assign sufficient bargaining unit employees to do the overtime work required.

4.7 Full Day's Work for a Full Day's Pay

In recognition of the wage rates established herein with the Employer, the Union acknowledges its responsibility to cooperate with the Employer and to support the Employer's efforts to secure a full day's work by the employees it represents, and it will further cooperate with the Employer in eliminating unauthorized and/or unjustified, and/or unexcused absences from work, and/or other practices which adversely affect work performance by the employees it represents in this Collective Agreement.

4.8 Employee's Responsibility

Employees covered by this Collective Agreement, through its acceptance by their duly constituted Bargaining Agent, are responsible individually and collectively for fulfillment of the provisions thereof applicable to them.

4.9 Job Description

The administration will provide employees with a copy of their job descriptions based on the five classifications in the contract, upon request and will update those job descriptions as necessary.

4.10 Layoffs

- A. The Employer will give at least fourteen (14) days' notice to the employees prior to the actual dates of layoffs unless such lay-offs are caused by an emergency situation which the Employer alone may define. In such emergency situation, the Employer will notify the Union, and a conference (if the Union so desires it) will occur with the Union within twenty-four (24) hours from the time of notification of the Union to fix the actual dates of layoffs.

- B. At written request of an employee covered by this Collective Agreement and with the concurrence of the Employer, a lay-off notice may be less than fourteen (14) days established in the preceding paragraph.

4.11 Notice of Voluntary Termination

Written notice of voluntary termination must be submitted to the Employer ten (10) days before termination. If written notice is not given to the Employer, the employee shall forfeit all accrued benefits under this Agreement.

ARTICLE V
SENIORITY AND DISCIPLINE

5.1 Seniority

- A. Seniority, as the term is used herein, means the length of continuous service of any regular employee from the date of first employment by the Employer as hereinafter provided. Part-time employees will accumulate one month of seniority for each two months of continuous employment.
- B. New employees shall be regarded as probationary employees until they have acquired seniority rights. Probationary employees shall attain seniority rights when they have actually been at work in the employ of the Employer for a twelve (12) month period. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged prior to attaining seniority rights. After twelve (12) months of employment, as above defined, the names of such employees shall be placed on the seniority roster with a service credit of twelve (12) months. The Union shall receive a seniority list upon request. Any employee covered by this Agreement, who accepts a promotion to a salaried position with the Employer, shall retain all previously accumulated seniority.
- C. In case of layoffs due to lack of work, employees shall be laid off in reverse order of seniority, providing the remaining employees are qualified to perform the work required. However, there shall be a sixty (60) day probationary period for categories other than maintenance to demonstrate competency.
- D. The rehiring procedure shall be the reverse of the lay-off procedure. When work increases, employees laid off shall be notified to report for work in order of seniority.
- E. An employee who has been laid off shall be given two (2) weeks notice of recall, mailed to his last known address. Unless physically unable to do so, an employee must respond to such notice within three (3) days after receipt thereof, and actually report to work within two (2) weeks of the date of the notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.
- F. Seniority shall be broken by discharge, for just cause, voluntary quit, failure to report after recall, or by a lay-off for eighteen (18) consecutive months.

5.2 Disciplinary Action

When an employee covered by this Collective Agreement is involved in a warning or reprimand, suspension, or is discharged, written notice shall be given him/her and a copy of such notice shall be sent to the Union office.

5.3 Drug Testing

Should reasonable cause exist to believe that any bargaining unit employees are engaged in the use of or are under the influence of any prohibited substances, the Board shall have the right to require appropriate necessary testing of said employees.

Those members of the bargaining unit who serve as school bus drivers and who thus have direct responsibility for the care and welfare of students may be subject to any substance abuse testing program required or permitted by relevant state or federal statutes or judicial decision.

ARTICLE VI **GRIEVANCES**

6.1 Union Representatives

The Employer agrees to recognize a certified Union steward who is an employee of the school. So far as is practicable, the Union will not request the Employer to recognize any employee as a steward who has not been employed for less than one year. The Union will notify the Employer in writing of any changes in stewards.

6.2 Grievance Defined

For the purpose of this Collective Agreement, a grievance is defined as difference of opinion between the Employer and the Union or between the Employer and an employee with respect to the meaning or application of any provision of this Collective Agreement which is reduced to writing and filed for processing through the grievance procedure. Any employee may consult directly with a member of his/her immediate supervision on a matter that does not necessarily constitute a grievance. The supervisor will follow through on such matters and try to adjust them. In the event a satisfactory adjustment is not made, the matter may become a grievance and the grievance procedure may be followed. In any case, where an employee is not satisfied with respect to the disposition of the matter on which he has informally consulted with a member of his immediate supervision, the employee may submit his/her complaint as a grievance, but this must be done within seven (7) days from the occurrence of the incident, or the acquisition of direct knowledge by the employee of the condition which gave rise to the complaint, and if more than said seven (7) days elapse, the employee shall be barred thereafter from processing the complaint as a grievance.

6.3 Individual Grievances

Any employee shall have the right to present a grievance to, and discuss it with the Employer and to have such grievance adjusted, without the intervention of a steward or other representative of the Union, as long as the adjustment is not inconsistent with the terms of this Collective Agreement and provided that a steward or other representative of the Union has been given an opportunity to be present at such adjustment.

6.4 Grievance Procedure

Grievances shall be processed in accordance with the following procedure. In those cases where an employee desires to process a grievance in accordance with Section 6.3, the Union steward or other representative of the Union shall have an opportunity to be present only at the adjustment thereof.

A. Step One:

Between the aggrieved employee or employees, the appropriate Union steward, and the department head or his/her authorized representative, the grievance must be presented in writing and signed by the aggrieved employee or employees. The department head or his/her authorized representative shall have five (5) days in which to announce a decision in writing. If the grievance is to be appealed to Step Two, this must be done within five (5) days following the date of the decision of the department head, or in the event no decision is announced, within five (5) days immediately following the expiration of the five (5) day period. If no appeal has been filed within such five (5) day period, further processing shall be barred.

B. Step Two:

Between the aggrieved employee or employees, the appropriate Union steward (and an official from the Union if the Union so desires) and the school Superintendent or his authorized representative. The grievance must be appealed in writing and signed by the aggrieved employee or employees. The school Superintendent or his authorized representative shall have five (5) days in which to announce a decision in writing. If the grievance is to be appealed to Step Three, this must be done within five (5) days following the date of the decision of the school Superintendent, or in the event no decision is announced, within five (5) days immediately following the expiration of the five (5) day period. If no appeal has been filed within such five (5) day period, further processing shall be barred.

C. Step Three:

Between the aggrieved employee or employees and an official from the Union, and the Reavis High School Board of Education or its authorized representative. The grievance must be appealed in writing and signed by the aggrieved employee. The Reavis High School Board of Education, or its authorized representative, shall respond to the grievance in as timely a fashion as the schedule of Board meetings permit, but no later than five (5) days after its next regularly scheduled meeting.

6.5 Union Grievances

The Union may file a grievance on its behalf with respect to the meaning or application of/or compliance, or non-compliance, with any provisions of this Collective Agreement which names the Union and which expressly reserves to the Union as such, certain rights or imposes on it specific duties, obligations, or responsibilities. Any grievances initiated on behalf of the Union in accordance with this section shall be filed in accordance with the grievance procedure.

6.6 Procedure on Terminations

In the event of a suspension, discharge, or lay-off, the employee involved may file a grievance in Step Two of the grievance procedure based on a complaint that the suspension, discharge, or lay-off violated a provision of this Collective Agreement; provided that the grievance is filed within five (5) days from the date of notice of suspension, discharge, or lay-off, and if more than five (5) days elapse, the employee shall be barred thereafter from processing a grievance involving the suspension discharge, or layoff.

6.7 Time Limits

All time limits in this Article VI are exclusive of Saturdays, Sundays, and days recognized as holidays. Extensions of time may be made by mutual consent of the parties and such extensions shall be arranged or confirmed in writing.

ARTICLE VII **ARBITRATION**

7.1 Arbitration Procedure

The Union will notify the Employer of its intent to submit a grievance to arbitration within 21 days of receipt of a third step denial. In the event the Union submits a grievance to arbitration, an impartial arbitrator shall be selected according to, and shall be governed by, the following procedures: The parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators. The Union and then the Employer shall alternately strike one name from such list and the remaining name shall be that of the impartial arbitrator.

Before submission of the grievance to the arbitrator, the Employer and the Union shall attempt to set forth in writing the specific issue to be decided and the arbitrator shall confine his/her decision to such issue. Only one issue shall be arbitrated at one time or before an arbitrator unless the parties mutually agree otherwise. The decision of the arbitrator shall be final and binding upon the Union, employees, and the Employer.

It is understood and agreed that the arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the express provisions of this Agreement and shall not have power or authority to add to, detract from, or alter in any way such provisions. Each party shall bear its own expenses in connection with the arbitration proceedings and shall equally share the fee and expenses of the arbitrator and such other expenses as may be incurred by mutual agreement. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE VIII
LIMITATIONS OF AGREEMENT

8.1 Legal Limitations

- A. No provisions or clause of this Agreement may supersede law or governmental order.

- B. Previous agreements and commitments by and between the parties, not made of record in this instrument, are agreed to be null and void.

ARTICLE IX
MISCELLANEOUS

9.1 Notices

The Union may post certain notices and bulletins upon bulletin boards designated by the Employer. Notices and bulletins that may be posted are:

1. Notices of Union meetings;
2. Notices of Union elections and the results of these elections;
3. Notices of Union appointments; and
4. Other notices of a non-controversial nature.

ARTICLE X
EFFECTIVENESS OF AGREEMENT AND CHANGES OR AMENDMENTS

10.1 Effectiveness of Collective Agreement

The provisions of this Collective Agreement shall become effective on July 1, 2014, and remain so until they have been changed or amended by the parties or terminated by either party giving the other ten (10) workday's written notice of abrogation of this Collective Agreement. Either party may notify the other in writing of its intent to seek change in or amendment to said provisions sixty (60) to ninety (90) days prior to July 1, 2018, with this Collective Agreement remaining in full force and vigor until the parties agree to its change or amendment, one party abrogates it, or a new Agreement is reached.

10.2 Changes or Amendments

In order to formulate agenda for negotiations to change or amend the provisions of this Collective Agreement, the party seeking change or amendment in the notice required by Section 1, immediately above, shall clearly and specifically communicate in writing to the other party the changes and/or amendments sought.

10.3 Status of Collective Agreement During Negotiations, and Termination Thereof

A. The parties recognize joint responsibility to provide continuing service to the end that educational processes be not interrupted. If during the course of negotiations an impasse appears likely, every effort shall be made by them to resolve the dispute.

B. Negotiations, by and between the parties, of proposed changes or amendments to the provisions of this Collective Agreement shall begin no later than thirty (30) days following notification of one party to the other that it seeks changes or amendments. Such negotiations shall continue with this Collective

Agreement remaining in full force and vigor until new Agreement is reached or until this Collective Agreement is abrogated by one party giving the other ten (10) workdays written notice that it has been terminated.

10.4 No Strike Clause

The Union hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete service in the school district during the term of this Agreement.

10.5 No Lockout Clause

The Employer shall not engage in a lock out during the term of this Agreement.

10.6 Effective Dates of Changes and Amendments

These shall be established in negotiations by and between the Parties.

10.7 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The parties further acknowledge that, during the negotiations which results in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and the understanding and agreements

arrived at by the parties after the exercise of that right is set forth in this Agreement. The Union, therefore, for the life of this Agreement, voluntarily and unqualifiedly waives any right that might otherwise exist under law to negotiate over any matter during the term of this Agreement. The parties each agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XI
JOB SECURITY

11.1 JOB SECURITY

If an employee who is required to drive becomes unable to drive, because of a temporary failure to meet CDL or other state certification requirements, and is able to perform the other duties assigned, that employee will be allowed to continue working in their regular position for a period of up to two (2) months without being required or permitted to drive. Upon expiration of the two-month period, an employee with a minimum of 15 years seniority who fails to obtain a CDL will be terminated unless he/she has seniority superior to an employee in the custodian or part-time custodian classifications, in which case the employee will have a right to “bump” a less senior employee in either classification.

ARTICLE XII
ACCEPTANCE BY THE PARTIES

We hereby state that the foregoing Collective Agreement, consisting of pages numbered one through twenty-eight, inclusive, is mutually acceptable to us, and we covenant to maintain it and obey its provisions.

STATE AND MUNICIPAL TEAMSTERS
AND CHAUFFEURS UNION, LOCAL 700

THE BOARD OF EDUCATION OF
REAVIS HIGH SCHOOL DISTRICT 220

President

President

Secretary/Treasurer

Secretary

Superintendent

Effective date: July 1, 2014

APPENDIX A

The basic straight time hourly wages for those employed in the District who have reached full scale are as follows:

Classification	2014-15	2015-16	2016-17	2017-18
Lead Foreman	\$ 32.16	\$ 33.08	\$ 34.07	\$35.09
Maintenance Foreman	\$ 31.32	\$ 32.21	\$ 33.18	\$34.17
Maintenance/Driver	\$ 30.16	\$ 31.02	\$ 31.95	\$32.91
Custodian/Driver	\$ 29.32	\$ 30.16	\$ 31.06	\$31.99
Custodian	\$ 25.59	\$ 26.32	\$ 27.11	\$27.92
Part-time Custodian	\$ 12.50	\$ 12.86	\$ 13.24	\$13.64

The basic straight time hourly wages for new employees-who have not reached full scale are as follows:

2014-2015 Classification	Probationary Period and 1st Year	2nd Year	3rd Year
Maintenance/Driver	\$24.09	\$27.77	
Custodian/Driver	\$19.59	\$23.26	\$26.93
Custodian	\$16.30	\$19.76	\$23.23

2015-2016 Classification	Probationary Period and 1st Year	2nd Year	3rd Year
Maintenance/Driver	\$24.78	\$28.56	
Custodian/Driver	\$20.15	\$23.92	\$27.70
Custodian	\$16.76	\$20.32	\$23.89

2016-2017 Classification	Probationary Period and 1st Year	2nd Year	3rd Year
Maintenance/Driver	\$25.52	\$29.42	
Custodian/Driver	\$20.75	\$24.64	\$28.53
Custodian	\$17.27	\$20.93	\$24.61

2017-2018 Classification	Probationary Period and 1st Year	2nd Year	3rd Year
Maintenance/Driver	\$26.29	\$30.30	
Custodian/Driver	\$21.38	\$25.38	\$29.38
Custodian	\$17.79	\$21.56	\$25.35

*In addition to their regular hourly rate, any outside custodian/driver will receive a 15 cent per hour premium.

APPENDIX B

Model Language for Teamsters Local Union No. 700 Bargaining Agreements

ARTICLE 3.10 - Health and Welfare and Legal and Educational Assistance

1. Section 3.10 Health and Welfare
 - (a) The Employer shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each regular full-time employee covered by this Agreement the following:

Commencing October 1, 2014 at \$902.00 per month
Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 3.10, below.
2. Section 3.10 Legal and Educational Assistance
 - (a) The Employer shall contribute to Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each regular full-time employee covered by this Agreement the following:

Commencing October 1, 2014, at \$85.00 per month
Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 3.10 below.
3. Section 3.10 Contributions due to the Health and Welfare Fund and the Legal and Educational Assistance Fund for all employees shall commence with the month in which their employment begins.
4. Section 3.10 Subsequent Years. Each March 1st, the Employer shall pay such increased amounts as determined by the Funds' Board of Trustees, but not to exceed 10% annually.
5. Section 3.10 Delinquent Payments. It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare or Legal and Educational Assistance Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.
6. Section 3.10 Employer Authorization. By the executive of this Agreement, the Employer
 - (a) adopts and agrees to be bound by the Funds' Trust Agreements, and as they may be amended thereafter, as fully as if the Employer was an original party thereto, (b) designates the Trustees named in the respective Trust Agreements, together with their successors, as its representatives on the Board of Trustees of each Fund, and (c) agrees to be bound by all actions taken by each Board of Trustees pursuant to the powers granted them by federal law or the respective Trust Agreements, hereby waiving all notice thereof

and ratifying all actions already taken or to be taken by the Trustees within the scope of their authority. Each Employer also recognizes that each Board of Trustees has the sole power to construe the provisions of the respective Trust Agreements, the respective employee benefit plans, and each Funds' rules and regulations, if any.

7. Section 3.10 Should the Trustees of the Health and Welfare or Legal and Educational Assistance Funds audit the records of the Employer, such audit shall not exceed three (3) years from the date of the audit notice.
8. Section 3.10 Additional Provisions. The following provisions shall also apply to the Teamsters Local Union No. 727 Health and Welfare and Legal and Educational Assistance Funds ("Funds"):
 - (a) In respect to violations of Article 3.10, if the Employer fails to maintain records which verify, substantiate or support the number of hours worked in covered employment, the Funds reserve the right to make presumptions regarding the number of hours worked and the Employer may be bound by these presumptions.
 - (b) In respect to Article 3.10, the Employer when remitting contributions to the Funds is required to also submit on the Funds' remittance reports full, complete and accurate representations and accurate sums due for each month for each person. Further, the Funds require that contributions (with remittance reports if timely delivered to the Employer) are due by the 10th day of the month after the month in which the work is performed. As of the due date, the contributions are considered the assets of each Fund.

SIDE LETTER OF UNDERSTANDING BETWEEN THE BOARD OF EDUCATION OF REAVIS HIGH SCHOOL DISTRICT NUMBER 220 AND THE STATE AND MUNICIPAL TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 700.

In addition to the terms expressly set forth in their 2014-2018 Collective Bargaining Agreement, the parties hereby acknowledge that upon retirement, the employees may convert accumulated sick days at the rate of \$50.00 per day to a limit of 65 days.

REAVIS HIGH SCHOOL
LOCAL NO. 700
STATE & MUNICIPAL TEAMSTERS
UNION

BOARD OF EDUCATION
REAVIS HIGH SCHOOL
DISTRICT NO. 220
COOK COUNTY, ILLINOIS

By: _____
President

President

Attest:

Attest:

Secretary/Treasurer

Secretary

SIDE LETTER OF UNDERSTANDING BETWEEN THE BOARD OF EDUCATION OF REAVIS HIGH SCHOOL DISTRICT NUMBER 220 AND THE STATE AND MUNICIPAL TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 700.

In addition to the terms expressly set forth in their 2014-2018 Collective Bargaining Agreement, the parties hereby acknowledge that when economically feasible, the School District will adopt the Illinois Municipal Retirement Fund Early Retirement Incentive (ERI) program. The parties further agree that in order for this adoption to be implemented the other Support Staff affiliation must be included.

REAVIS HIGH SCHOOL
LOCAL NO. 700
STATE & MUNICIPAL TEAMSTERS
UNION

BOARD OF EDUCATION
REAVIS HIGH SCHOOL
DISTRICT NO. 220
COOK COUNTY, ILLINOIS

By: _____
President

President

Attest:

Secretary/Treasurer

Attest:

Secretary

SIDE LETTER OF UNDERSTANDING BETWEEN THE BOARD OF EDUCATION OF REAVIS HIGH SCHOOL DISTRICT NUMBER 220 AND THE STATE AND MUNICIPAL TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 700.

In addition to the terms expressly set forth in their 2014-2018 Collective Bargaining Agreement, the cut-off date for determining vacation accrual will be July 31.

REAVIS HIGH SCHOOL
LOCAL NO. 700
STATE & MUNICIPAL TEAMSTERS
UNION

BOARD OF EDUCATION
REAVIS HIGH SCHOOL
DISTRICT NO. 220
COOK COUNTY, ILLINOIS

By: _____
President

President

Attest:

Attest:

Secretary/Treasurer

Secretary

SIDE LETTER OF UNDERSTANDING BETWEEN THE BOARD OF EDUCATION OF REAVIS HIGH SCHOOL DISTRICT NUMBER 220 AND THE STATE AND MUNICIPAL TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 700.

Overtime Procedures

In addition to the terms expressly set forth in their 2014-2018 Collective Bargaining Agreement, the parties hereby acknowledge and agree that overtime assignments are awarded based off of a rotating list. This list changes weekly based on accumulated overtime hours of each member. Members will be listed in accordance to their rank of accumulated hours for the week. Members with the least amount of hours will be posted at the top of the list at the beginning of the week. Members with the most accumulated hours will be posted in order of the hours worked at the bottom of the list. There is a sign-up sheet for members who choose to work overtime on the weekend.

Weekend Overtime Procedure

Members who choose to work overtime on the weekend will be allowed to sign up for weekend overtime. Overtime will be awarded off a rotating list. Members will be given the opportunity to accept or reject weekend overtime, by indicating ok or pass next to their name on the sign-up sheet.

If the sign-up sheet does not produce enough members needed for overtime, management has a right under this agreement to mandate employees off the list starting at the top of the list to fill overtime slots.

REAVIS HIGH SCHOOL
LOCAL NO. 700
STATE & MUNICIPAL TEAMSTERS UNION

BOARD OF EDUCATION
REAVIS HIGH SCHOOL
DISTRICT NO. 220
COOK COUNTY, ILLINOIS

By: _____
President

President

Attest:

Secretary/Treasurer

Attest:

Secretary