

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**



AUTOMOBILE MECHANICS AGREEMENT

BETWEEN

**MID-AMERICA REGIONAL BARGAINING ASSOCIATION
(MARBA)**

AND

AUTOMOBILE MECHANICS LOCAL UNION 701

TERM OF AGREEMENT

JUNE 1, 2018 TO MAY 31, 2021

PLEASE NOTE:

A great amount of care has been used in the preparation of this labor contract. However, since MARBA relies on other sources for the information, MARBA cannot be responsible for the accuracy or content of the following labor agreement. If you have questions regarding the agreements or if you find errors, please contact the MARBA Office at (847) 699-1283. We will be updating these contracts from time to time and we will advise you of errors as they are brought to our attention.

**AUTOMOBILE MECHANICS LOCAL UNION 701
 TERM OF AGREEMENT
 June 1, 2018 to May 31, 2021**

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**AUTOMOBILE MECHANICS
LOCAL 701**

Term of Agreement
6/1/18 – 5/31/21

AGREEMENT

This Agreement is made and entered into by and between **MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA) and INDEPENDENTS**, acting on behalf of its constituent Associations and their Employer Members who have designated the Association as their bargaining representative (hereinafter referred to as the "Employer"), and **AUTOMOBILE MECHANICS' UNION LOCAL NO. 701**, International Association of Machinists and Aerospace Workers, AFL-CIO, of Chicago and vicinity, acting on behalf of its members (and hereinafter referred to as the "Union").

INTENT

The terms and conditions of this Agreement relating to the employment of the Employees have been arrived at by means of collective bargaining, and this Agreement shall be deemed to be the Agreement of **MARBA and INDEPENDENTS**, and shall be binding on all parties hereto and their respective members. For the purpose of mutual convenience and standardization, this Agreement has been negotiated by and between the Union and the negotiating committee of **MARBA**.

The masculine gender has been used in this agreement to facilitate ease of writing and editing and therefore the masculine gender shall also include the feminine gender. Whenever the words "he", "him", "his", or "man", is used, they shall be read and construed as "he or she", "him or her", "his or hers", and "man or woman" respectively.

PURPOSE

The purpose of this Agreement is to:

- (a) enter into a definite Labor-Management contract covering the wages, hours, conditions of work, and terms of employment in relationship between Employer and Employee;
- (b) describe the respective rights and responsibilities of the Employer members of MARBA and the Union;
- (c) prevent strikes, lockouts, and stoppages of work;
- (d) adopt suitable measures for the peaceful settlement of grievances differences;
- (e) establish suitable arbitration procedures;
- (f) promote the efficiency and productivity of the Construction Industry;
- (g) protect the economic and employment welfare of Employees;
- (h) comply at all times with state and federal law governing Labor-Management relations;
- (i) provide the principle of Union security;
- (j) preserve to the Employer the basic and intrinsic rights of Management to decide and conduct its own operations in a competitive, free enterprise system;
- (k) observe and protect the public interest.

ARTICLE 1 JURISDICTION AND RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment for the Foremen or Head Mechanics, Machinists, Mechanics, Painters, Welders, Apprentices, Helpers, Tiremen and all other Employees coming under the jurisdiction of the Union. Hereinafter the above classifications shall be termed as "Employees". The Union recognizes the Association as the sole and exclusive bargaining agent for its associations and their members and for such other persons, firms or corporations as may hereinafter become members of the Association and have designated the Association as their bargaining representative.

Section 2. SCOPE OF WORK - The Employer recognizes the Union jurisdiction for Employees who are hired and engaged in the adjustment, maintenance, and in-shop and field repair of all inoperable or malfunctioning equipment or machinery such as, cars, trucks, off the highway trucks, trailers, trailer dumps, compressors, cranes, truck mobile cranes, crawler type tractors, earth moving equipment or machinery, internal combustion engines; gas, diesel or steam, and any other comparable equipment incidental thereto as generally used by the construction industry.

Section 3. BARGAINING UNIT - The bargaining unit shall consist of all Employees engaged in work covered by the occupational jurisdiction of the Union with reference to any and all classifications hereinafter described in Article IV.

This Agreement and all its terms shall apply in full force and effect in any geographical area where an Employee working under this Agreement is assigned duties.

Section 4. UNION SHOP - All persons employed in the classifications hereinafter set forth shall be obligated to become and remain members of the Union after the thirty-first (31st) day of employment or the effective date of this Agreement as a condition of continued employment. Any Employee who fails to become a member of the Union by his own choice and not by refusal of the Union, or who fails to maintain his Union Membership, shall forfeit his right of employment.

The Union by written notice served by registered mail upon the Employer may demand the discharge of said Employee, specifically stating the basis of said demand, and subject at all times to the Union guarantee to indemnify, defend and save harmless the Employer from any and all claims, demands or damages accruing to the Employee as a result of the discharge demand by the Union.

This Union Security provision upon demand of the Union shall be subject to negotiation with the Association as to any further changes permissible under future legal authority.

The Employer shall have the right to secure such Employees as required, in any manner whatsoever, provided they shall notify the Union of the employment within thirty (30) days. The Employee so employed shall report to the Union Office within a reasonable period to obtain future coverage under the Automobile Mechanics' Local No. 701 Union & Industry Welfare Plan and the Automobile Mechanics' Local No. 701 Union & Industry Pension Plan.

ARTICLE 2 ARBITRATION

(a) ARBITRATION - Whenever any difference or dispute shall arise as to interpretation or application of the terms of this Agreement, such dispute or difference shall be resolved in the following order:

(1) In conference between the Business Representative and the designated representative of the Employer.

(2) In the event the dispute cannot be resolved, it shall then be referred to conference between designated officers of the Union and the Association.

(3) If the Joint Grievance Committee is unable to resolve a grievance by majority vote, the grievance may be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Association cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association.

(4) The Joint Grievance Committee shall be bound by the Procedural Rules contained in Appendix A.

(5) The cost of such arbitration shall be borne equally by both parties to the arbitration, and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this arbitration.

(b) **HEARING** - The arbitrator so selected shall hear all evidence and render its decision based on evidence and the contract.

(c) **DECISION** - The decision so rendered shall be final and binding upon both the Union and the Employer.

ARTICLE 3 DISCHARGE - GRIEVANCES - WARNING NOTICES

Employees may be immediately discharged for major cause, including but not limited to proven theft, sleeping while on duty, refusing to perform work for which they were hired, except where the Employees safety may be jeopardized, intoxication, drinking on-the-job or in a Company vehicle while on duty, or gambling except where permitted by the Company, and in accordance with the provisions of the substance abuse policy. Except as enumerated above, it is agreed between the Employer and the Union that no employee shall be discharged without just cause. In other instances the Employer shall give the Employee a warning notice, in writing, of such unsatisfactory work or conduct with a copy to the proper official of Local 701.

Warning notices must be issued within fifteen (15) days of the occurrence. Two (2) or more unexcused absences or times tardy within thirty (30) days shall constitute a violation and merit a warning letter. Warning notices shall be valid for a period of 52 weeks worked. After the second notice and with issuance of the third notice, the Employee is subject to immediate dismissal.

LIMITATION OF GRIEVANCE - No grievance shall be entertained under any of the procedures set forth under Article II, unless the same shall have been presented within fifteen (15) days of the commission of the act or conduct complained of. When an Employee is discharged or quits, such limitation shall be restricted to ten (10) days from the date of termination.

ARTICLE 4 DEFINITION OF CLASSIFICATIONS

FOREMAN OR HEAD MECHANIC: A Head Mechanic is an Employee assigned to lead and direct the work of all journeymen, tiremen, apprentices and helpers who are assigned to work under this leadership and direction. He may or may not work with tools at the discretion of the Employer.

JOURNEYMAN - MACHINIST - MECHANIC - PAINTER - WELDER: Journeyman Mechanic is hereby defined to be all-around journeyman who can do all necessary mechanical work, either inside or outside the shop, as may be required by the business of the Employer. This shall also include any other type of skilled work, such as, welder, painter, etc. "A journeyman need be skilled only as a machinist, mechanic, welder or painter. However, he may be required to perform work in other skills when those skills are overloaded with work or no personnel of such skill is available."

APPRENTICE MECHANIC: An Apprentice Mechanic may do any work that the Employer shall assign him, under the supervision of the foreman (head mechanic) or a journeyman. However, an advanced apprentice mechanic, defined as one who has started his fourth (4th) year apprenticeship, or one who is

receiving the hourly rate equivalent to a fourth year apprentice, may be permitted to work alone. The Employer shall set up a system of training for the apprentice, who shall during his four (4) year apprenticeship, be put on all kinds of work commonly known as journeyman work, so that at the end of his apprenticeship he shall be a full-fledged journeyman. No apprentice shall be allowed to remain on one kind of work more than six (6) months. A maximum ratio of one (1) apprentice to the Company, and one (1) for each three (3) additional journeymen shall be allowed.

HELPER OR TIREMAN: A Helper or Tireman is hereby defined to cover all remaining unskilled classifications not covered in this Agreement, such as, truck washers, steam cleaners, greasers, etc. Such Employees when not engaged in their regular work, may assist other classified Employees on any other assignments, and while assisting will be free to use mechanical tools and equipment under the supervision of the journeyman.

ARTICLE 5 EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree not to harass or discriminate against any Employee or applicant for employment because of race, sex, color, creed, disability, religion, national origin, gender, sexual orientation, or age. It is understood that whenever the word he is used throughout this Agreement in reference to gender it implies either he or she.

ARTICLE 6 HEALTH AND WELFARE FUND

The Employer shall pay the sums listed below per week for each employee covered by this Agreement who performs any work in such week into the presently established Trust Fund for the payment of Health & Welfare benefits. Coverage for all Eligible Employees shall be under the Premier Plus Plan. The following contributions shall apply:

Effective 6/1/18 \$289.00 Per Employee Per Week
Effective 6/1/19 \$307.00 Per Employee Per Week
Effective 6/1/20 \$317.00 Per Employee Per Week

The Health & Welfare Trust Fund is known as the Automobile Mechanics' Local No. 701 Union & Industry Welfare Fund, and is to be administered by its Trustees in accordance with the provisions of the Trust Agreement and of the National Labor-Management Relations Act.

All matters relating to eligibility, modes of payment, and other related matters under the Health & Welfare Fund shall be determined by the Trustees in accordance with the provisions of the Trust Agreement and applicable law; it is understood and agreed that the sole responsibility of the Employer under this welfare program is the payment of contributions as herein provided, which contributions shall not constitute or be deemed wages due to the Employee.

It is further understood and agreed that:

- (1) The obligation of the Employer to make contributions herein shall continue during any period that a new collective bargaining Agreement is being negotiated and during periods of Employees' vacations.
- (2) Whenever by Agreement that an Employee shall be granted a leave of absence, Employer and Employee shall agree between themselves as to the payment of the required contribution, and upon it being agreed, contributions shall then be forwarded by the Employer during the period of the granted leave of absence.
- (3) If an Employee is absent because of occupational illness or injury, the required contribution shall be made until the Employee returns to work, or for a period of thirty-three (33) weeks, whichever period is the shorter.

If an Employee is absent because of non-occupational illness or injury, the required contribution shall be made until the Employee returns to work, or for a period of four (4) weeks, whichever period is the shorter.

(a) Subject to any applicable Federal law, an Employee must return and remain at work for thirty (30) days to requalify for thirty-three (33) weeks of Employer contributions due to occupational illness or injury, to the Health and Welfare fund or four (4) weeks of Employer contributions due to non-occupational illness or injury to the Health and Welfare Fund, for the same illness or injury. If an Employee returns to work on light duty and is reinjured, the Employee will only be entitled to any remainder of contributions which had not been paid by the Employer in connection with the original injury, as established by this Article.

(4) Contributions shall be made on behalf of new Employees from date of hire.

(5) Training/Employer Paid Health and Welfare – the Employer shall pay into the Local 701 Health & Welfare Fund for a maximum of four (4) weeks while the Employee is on seasonal layoff subject to the following:

(a) A joint committee of management and labor shall be established to develop a training program. Any training instituted by the Committee shall be paid for jointly by management and labor.

(b) If no training sessions are available through the Committee, the Employer may send the Employee to training for a maximum of two (2) weeks and pay them at seventy-five percent (75%) of their present classification.

(c) Failure of the Employee to attend the training sessions shall excuse the Employer from the obligation to pay into the Health & Welfare Fund during the layoff.

Allocation on an annual basis to Health and Welfare and Pension Fund(s) from the total economic package as bargained for.

ARTICLE 7 HOLIDAYS

Qualified Employees covered by the Agreement shall receive eight (8) hours straight time pay as holiday pay (without working) for the following holidays: Labor Day, Memorial Day, Fourth of July, and Thanksgiving Day.

Qualified Employees covered by the Agreement who have agreed to work the four (4) ten (10) hour per day schedule shall be paid ten (10) hours straight time pay as holiday pay (without working) for the holidays listed above.

To qualify for holiday pay, an Employee must fulfill all of the following requirements:

(1) Must have been employed at least thirty-one (31) calendar days with the same Employer prior to the paid holiday.

(2) The Employee must work the scheduled day preceding the holiday and the scheduled day after the holiday.

(3) Christmas Day and New Year's Day are no longer paid holidays, they will not be considered as work days. If an Employee works on either of these days he will be paid at the holiday rate of pay. Eight (8) hours at straight time plus double time for all hours worked.

**ARTICLE 8
INDIVIDUAL NEGOTIATING**

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

**ARTICLE 9
INITIATION FEES AND DUES CHECK OFF**

The Employer agrees to deduct from the pay of each Employee, who has executed an authorization card, such amounts as designated by the Union for dues, fees, non-member fees or assessments.

The Employer further agrees to remit to the Union the amounts so deducted within fifteen (15) days after the last day of each month, accompanied by a statement containing the names of the Employees and the amounts withheld from each.

The Union agrees to indemnify and save the Company harmless against any claim, demand, suit or other form of liability which shall arise out of or by reason of action by the Company in performing its administrative duties in deducting and submitting sums.

**ARTICLE 10
ON THE JOB INJURY**

If an Employee is injured on the job and is unable to return to duty after medical treatment, and when the judgment of the attending physician is that the Employee is not capable of returning to work, he shall be paid for the balance of that day's pay at his applicable hourly rate.

**ARTICLE 11
OVERTIME RATES AND DEFINITIONS**

THE COMPANY SHALL ROTATE SCHEDULED OVERTIME AMONG EMPLOYEES IN THEIR RESPECTIVE CLASSIFICATIONS AS EQUALLY AS PRACTICAL.

(a) One and one-half (1-1/2) times the regular hourly rate shall be paid to a regular Employee for all work performed in excess of forty (40) straight time hours in any one work week and eight (8) hours in any one regular work day.

Work performed on Saturday will be paid at one and one half (1-1/2) times the regular rate provided the Employee has worked forty (40) hours during the week.

The one and one half (1-1/2) times the regular hourly rate shall be paid after ten (10) hours per day for those Employees who have mutually agreed to work the four (4) ten (10) hour day schedule.

ALL HOLIDAYS SHALL BE CONSIDERED AS TIME WORKED IRRESPECTIVE OF WHETHER THE EMPLOYEE PERFORMS WORK OR NOT IN DETERMINING OVERTIME PAYMENT.

Work performed on **Sunday** shall be paid at double time (2).

Work performed on **Holidays** shall be paid for at the rate of double time (2) plus eight (8) hours holiday pay.

(b) **MINIMUM HOURS FOR CALL-OUT** - A minimum of four (4) hours at time and one-half (1-1/2) shall be paid for all emergency work, except when an Employee is called for overtime work and this overtime is consecutive with his regular shift, the four (4) hour guarantee shall not apply.

A minimum of four (4) hours at double time (2) shall be paid for all Sunday and Holiday work.

(c) No Employee under the jurisdiction of the Union shall take compensatory time off for overtime worked.

ARTICLE 12 PENSION FUND

The Employer shall be obligated to contribute the sums listed below per week for each employee covered by this agreement to the Pension Fund of the Automobile Mechanics Local No. 701. (Payments shall be made so as to reach the Pension Fund Office not later than the tenth (10th) of the following month. For example – The July payment shall be made no later than August 10th.) The Fund shall, in all respects, be administered in accordance with the Trust Agreement drawn.

The Pension Plan shall be administered by the Board of Trustees composed of an equal number of Employer Trustees and Union Trustees. Employer Trustees to be made up of those groups paying into said Pension Fund.

Effective 6/1/18 \$223.00 per week per employee

The Employer's liability and method of payment shall be as follows:

(a) The amounts listed above per week, per employee shall be contributed for each employee covered under the collective bargaining agreement for any week in which such employee performs any service for the Employer. This shall apply to new employees from the date of hire.

(b) If an Employee is absent because of occupational illness or job-related injury, the required contribution shall be made until the Employee returns to work or for a period of twenty-six (26) weeks, whichever period is the shorter.

(c) Subject to any applicable Federal law, an Employee must return and remain at work for thirty (30) days to requalify for twenty-six (26) weeks of Pension Fund contributions for the same illness or injury. If an Employee returns to work on light duty and is reinjured, the Employee will only be entitled to any remainder of contributions which had not been paid by the Employer in connection with the original injury, as established by this Article.

(d) The obligation to make the above contribution shall continue during periods when the collective bargaining Agreement is being negotiated.

Allocation shall be made on an annual basis to Health and Welfare and Pension Funds from the total economic package as negotiated.

(e) The parties agree that sufficient amounts will be made available to the Pension Fund from the total package agreed to in these negotiations to support any rehabilitation/funding improvement plan schedule adopted by the Pension Board of Trustees and approved by the bargaining parties pursuant to the Pension Protection Act (PPA) during the term of this Agreement.

ARTICLE 13 WEEKLY PAY DAY

All Employees covered by this Agreement shall be paid in full each pay period. Employees shall be paid in full when laid off or discharged by the next regular pay period. Each Employee on payday shall be provided with an itemized statement of gross earnings and all deductions for any purpose. If a holiday falls on a regular payday, the Employee shall be paid on the day before the holiday.

ARTICLE 14 PREMIUM PAY FOR FIELD AND NIGHT WORK

Field work is defined as work outside the shop, yard or permanent equipment parking area. To become eligible for Field Rate Differential, Employees must work at least two (2) hours in the field on any given work day. Eligible Employees performing mechanical repairs (Article I, Section 1, Paragraph b) in the field, shall be paid an additional one dollar (\$1.00) per hour over their regular rate of pay. For this

purpose a job-site parking facility will be considered to be a permanent parking area if it meets all of the following requirements:

- (1) Sanitary facilities are provided.
- (2) The work area is utilized as a base and shop for a minimum of sixty (60) days.
- (3) The work area is properly graded and drained.

NIGHT SHIFT RATE - Employees working on a night shift shall receive an additional fifty cents (\$0.50) per hour over and above their regular hourly rate.

OUT OF TOWN WORK – When called on to go out of town, all out of town expenses will be paid to Employees by the next pay period. In addition, the expenses are to include any interest accrued on Employee's credit card. If the Employee is not reimbursed, a ten percent (10%) penalty will be assessed for non-compliance.

A per diem will be paid as allowed by IRS rates for the city traveled to.

ARTICLE 15 PROTECTION UNDER JOINT VENTURE

Any Employee who performs service under a joint venture shall not lose any Contractual Rights by virtue of performing his service under a joint venture, which includes his regular Employer.

ARTICLE 16 SAFETY

The Employer agrees to comply with applicable Federal Safety Standards. Employer is to furnish protection goggles as required by OSHA. If the Employee, by his own negligence, fails to wear safety protection furnished by the Employer in accordance with generally accepted safety policies, the Employee shall reimburse the Company for any fine related to his failure to comply or wear Company supplied safety equipment. Employer reserves the right to discharge Employees for unsafe acts or failure to use required safety gear, subject to provisions of Article III.

ARTICLE 17 SAVINGS CLAUSE

If any provision of this Agreement is or shall be in contravention of the law or regulations of the United States or of the State of Illinois, all other provisions of this Agreement shall continue in full force and effect and both parties to this Agreement agree to discuss any Article or Section of this Agreement so affected.

The parties hereby expressly agree that the provisions of the Cook County and/or City of Chicago sick leave ordinances are expressly waived and that the terms and conditions of the Automobile Mechanics Local 701 Collective Bargaining Agreement control the bargaining process to establish wages or other conditions of work.

ARTICLE 18 SENIORITY

Section 1. Seniority as the term is used herein, means the length of continuous service of any regular Employee from the date of most recent employment by the Employer as hereinafter provided.

Section 2. Apprentice - An Employee hired as an apprentice, and who completes his training (four (4) years or less) and is advanced to journeyman, his classification seniority shall revert to date of hire into the bargaining unit.

Section 3. Helper - A helper who qualifies and desires to change his classification to apprentice and completes his apprentice training (four (4) years or less) and is advanced to journeyman, his classification

seniority shall begin as of the date of such change from helper classification to apprentice. This shall be the established date for picking vacation and for layoff purposes.

Section 4. New Employees shall be regarded as temporary Employees until they have acquired seniority rights. Temporary Employees shall attain seniority rights when they have been actually at work in the employ of the Employer for a total of forty-five (45) calendar days. There shall be no responsibility for the re-employment of temporary Employees if they are laid off or discharged prior to attaining seniority rights. After forty-five (45) days of employment as above defined, the names of such Employees shall be placed on the seniority list with a service credit of forty-five (45) days.

Section 5. In case of layoff due to lack of work, Employees shall be laid off in reverse order of seniority within classification.

Section 6. The re-hiring procedure shall be the reverse of the layoff procedure. When work increases, Employees laid off shall be notified to report to work in order of seniority within classification.

Section 7. An Employee who has been laid off shall be given at least two (2) days to report to the job when he is called back to work, without loss of benefits or rights. Employee must be mailed a certified letter of recall to his last known address. In the event the Employee fails to report within the time specified he shall lose any benefits and rights he might have with the Employer and a new Employee may be hired, providing there are no extenuating circumstances beyond the Employee's control.

Section 8. Seniority shall be broken by discharge, voluntary quit, failure to report to work after two (2) days notice providing there are no extenuating circumstances beyond the Employee's control, as herein provided, or by a layoff for one hundred twenty (120) consecutive days.

ARTICLE 19 TOOLS AND TOOL INSURANCE

(a) TOOL REQUIREMENTS - Tools over three-fourths inch (3/4") drive and special tools shall be furnished by the Employer.

(b) TOOL INSURANCE - The Employer shall be responsible for replacing Employee's personal tools and/or tool box, which he is required by the Employer to furnish himself, if such personal tools and/or tool box are lost due to proven theft (include Police Report), or by fire or destruction. This responsibility shall be limited to theft of a complete set of tools or a major portion thereof (in excess of fifty (\$50.00) dollars). (This is not to be misconstrued as a fifty (\$50.00) dollar deductible clause.) The Employer's liability shall not, however, exceed the actual cost of the tools stolen. Employees shall cooperate in safeguarding their personal tools.

(c) For Employees to be covered under this Article, it is understood that each Employee must annually furnish the Employer with a complete inventory of his personal tools subject to verification by the Employer, and must keep such inventory list current or the last furnished list to the employer will be used. The Employee shall retain a copy of such inventory for his own protection.

ARTICLE 20 VACATIONS

VACATIONS - Full vacation pay at the then prevailing wage shall become payable on the pay day immediately following Employee's anniversary date. Employee must have worked nine hundred (900) straight time hours for the same Employer within anniversary year to qualify for full vacation as herein provided.

(1) All Employees classified under Article I, Section 1 of this Agreement, and employed by the Employer for one (1) year, shall receive one (1) week vacation with forty (40) hours pay.

(2) All Employees employed by the Employer for two (2) years shall receive two (2) weeks vacation with eighty (80) hours pay.

(3) All Employees employed by the Employer for nine (9) years shall receive three (3) weeks vacation with one hundred twenty (120) hours pay.

(4) Vacation days may be used as sick days.

VACATION PERIOD - Vacation period shall be between January 1st and December 31st, and shall be scheduled by Agreement with the Employer according to seniority and job classifications of the men.

SPLIT VACATIONS - When an Employee elects to split his vacation, he may do so in weekly increments, but he may exercise his seniority once for a portion of his vacation, and he shall not make his second choice until all other Employees have made their first selection. For any additional selections, the same procedure shall apply.

HOLIDAY DURING VACATION - When one of the paid holidays designated in this Agreement falls within an Employee's scheduled vacation period, the Employee shall be granted either an additional day's pay or an additional day off with pay to be added to his vacation.

PRO-RATA VACATION:

After 12 months service, the pro-rata share shall be three and one-third (3-1/3) hours' vacation pay for each month.

After 2 years' service, the pro-rata share shall be six and two-thirds (6-2/3) hours' vacation pay for each month.

After 9 years' service, the pro-rata share shall be ten (10) hours' vacation pay for each month.

To determine whether an Employee shall be entitled to any pro-rata vacation pay, the Company shall figure the total number of months from the Employee's original starting date and check his respective vacations against the number of years. For example, an Employee who worked twenty-seven (27) months from the date of employment during which period he has received his earned vacation for the two (2) years (24 months) leaves a pro-rata share of three (3) months.

Any Employee who is unable to work due to an occupational accident or disease for which he received Workmen's Compensation benefits will be credited for vacation purposes, with the hours he would have been scheduled to work in the absence of such disability only during his anniversary year in which the accident or disease occurred.

**ARTICLE 21
WAGE RATES**

EFFECTIVE & RETROACTIVE:	<u>6/1/18</u>	<u>6/1/19</u>	<u>6/1/20</u>
	\$ 1.15	\$ 1.15	\$ 1.25
Foreman or Head Mechanic	42.91	44.06	45.31
Machinist	42.71	43.86	45.11
Mechanic	42.71	43.86	45.11
Welder	42.71	43.86	45.11
Painter	42.71	43.86	45.11
Helper or Tireman	41.71	42.86	44.11
Helper or Tireman hired after July 1, 1983	30.24	31.39	32.64

Apprentice - % of current Journeyman Rate

1st six months	50%
2nd six months	55%
3rd six months	60%
4th six months	65%
5th six months	75%
6th six months	85%
7th six months	90%
8th six months	95%
Thereafter	100%

NO REDUCTION - Employees who were receiving above the minimum contract wage rate for their respective classification at the expiration of the previous Agreement shall suffer no reduction and shall be paid the specified amounts of the increases negotiated in this Agreement.

**ARTICLE 22
WORK STOPPAGE**

SECTION 1. Whenever any difference or dispute shall arise, there shall be no stoppage of work by the Union, its officers and agents, or any member of the Union, unless and until all procedures herein provided for the settlement of such differences and disputes shall have first been exhausted.

SECTION 2. Notwithstanding any other provision of this Agreement to the contrary, if the Employer fails or refuses to remit the monthly Health & Welfare Fund or Pension Fund contribution herein provided within twenty (20) days after a notice of delinquency is mailed to the Employer via certified mail by the Administrator of the Health & Welfare and/or Pension Fund, then, in such event, the Union without the necessity of giving any other or further notice, shall have the right to strike or take such legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the Union, the Employer shall be responsible to the Employees for any losses of any Health & Welfare and/or Pension benefits resulting therefrom.

SECTION 3. The Union shall not have the right to strike as herein provided, if the Employer notifies the Administrator of the Pension and/or Health & Welfare Fund, in writing, that a dispute exists concerning the amount of or liability for such contributions and the Employer agrees to and does commence to avail themselves of the grievance procedure as set forth in this Agreement. In the event the Employer refuses to use the grievance procedure, the Union shall have the right to strike as herein above provided.

SECTION 4. ENTIRE AGREEMENT OF THE PARTIES - This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and as such and in keeping with the provisions of the Labor-Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations, whether contained in a by-law, constitution, or otherwise, shall have no effect directly or indirectly upon this collective bargaining Agreement, any employment relationship or the relationship between the parties.

SECTION 5. JURISDICTIONAL AWARD - Unless determined by jurisdictional award, as hereinafter set forth, all work that has been heretofore performed under Agreement or by custom or by area practice with any other local organization shall continue to be so performed until such jurisdictional award is made. Whenever a jurisdictional dispute shall arise between local labor organizations, all provisions of this Agreement, calling special attention to Article I, Section 1, shall prevail until a jurisdiction award has been made by the proper jurisdictional Board of the International Unions of which the local disputing labor organizations are members.

The Association and its constituent members agree to abide by such jurisdictional award, but there shall be no work stoppage while the settlement of the dispute is pending.

**ARTICLE 23
WORK DAY AND WORK WEEK - NIGHT SHIFT - STARTING TIME**

SECTION 1. The Employee's work schedule shall be forty (40) hours per week, consisting either of five (5) eight (8) hour, or four (4) ten (10) hour consecutive days, Monday through Friday.

Time and one-half (1-1/2) to be paid for all hours after forty (40) hours per week, and after ten (10) hours per day for Employees working the four (4) ten (10) hour day schedule.

THE ESTABLISHING OF THE FOUR (4) TEN (10) HOUR DAY SHIFTS IS STRICTLY CONFINED TO THE MUTUAL AGREEMENT BETWEEN THE EMPLOYEE OR EMPLOYEES AND THE EMPLOYER, AND ARE IN NO WAY REQUIRED AS A TERM OR CONDITION OF EMPLOYMENT.

SECTION 2. NIGHT SHIFTS - Night shifts shall mean any shift that commences before 6:00 a.m. or ends after 6:00 p.m. Day men who work after 6:00 p.m., or who start before 6:00 a.m. and who are paid for overtime shall not be paid at the night shift rates.

Where a night shift is worked, the forty (40) hour work week shall be worked in night shift hours during the period Monday through Friday in each week.

SECTION 3. STARTING TIME - Starting time shall be at the option of the Employer. The Employer shall notify the Employee of his starting time. As far as is practical, each Employee shall have a regular starting time.

**ARTICLE 24
COMMERCIAL DRIVERS LICENSE**

If a CDL is required by the Company, current Employees will have one (1) year from the date they are notified of the requirement to obtain a CDL. The Company will pay for all of the testing, including time spent on testing and provide a vehicle for the test.

New Employees will have three (3) months, after notification of requirement, to obtain the license.

**ARTICLE 25
DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES**

POLICY STATEMENT - The Company and the Union recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and Local 701 have a commitment to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all Employees.

DEFINITIONS

A. Drug - means illegal drugs which include any substance which an individual may not sell, use, possess, or distribute under the laws of the State of Illinois or the federal government.

B. Alcohol - means the intoxicating agent in fermented and distilled liquors, which when consumed can produce intoxication.

C. Company Premises - the term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.

D. Prohibited Items & Substances - prohibited substances include illegal drugs (including controlled substances, look-alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an Employee on the job.

E. Employee - individuals, who perform work for the Company, including members of Local 701 bargaining unit.

F. Accident - an event resulting in injury requiring professional medical attention to a person or damage in excess of \$500.00 to property which an Employee or contractor/contractor's Employee, contributed.

G. Reasonable Cause - chronic tardiness, excessive absenteeism, erratic behavior, scent of alcohol or an Employee is affected during working hours by drugs or alcohol in a manner that causes observable or unusual impairment in the performance of job duties as observed by a trained supervisor or trained co-worker.

CONFIDENTIALITY

A. All parties to this policy and program have only the interests of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Company will return you to work upon your recovery. If it is necessary for an Employee to be off work to receive this treatment, he/she shall be given an unpaid leave of absence up to forty-five (45) days. The Company will also take action to assure that your illness is handled in a confidential manner.

B. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

C. When a test is required, the specimen will be identified by a social security number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper-proof. The donor must witness this procedure.

D. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

E. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

RULES - DRUG/ALCOHOL TESTING

RULES - All Employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner.

Employees shall not:

- (1) use, possess, dispense or receive prohibited substances on or at the job site, or
- (2) report to work under the influence of prohibited substances.

DISCIPLINE - When the Company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be relieved from duty with pay until test results are available. If no test results are received after three (3) working days, the Employee shall be returned to work. If the test results prove negative, the Employee shall return to work and all records rescinded.

If test results are positive, the three (3) days' pay will be deducted.

In all other cases:

Applicants testing positive for drug use will not be hired.

Employees that test positive for drugs or alcohol on a random test will be offered enrollment in an EAP on a one time only basis.

Employees who have not voluntarily come forward, and who test positive for drug use after an accident or reasonable cause has been established, will be terminated.

Employees who refuse to cooperate with testing procedures will be terminated.

Employees found in possession of drugs or drug paraphernalia will be terminated.

Employees found selling or distributing drugs will be terminated.

Employees found under the influence of alcohol while on duty, or while operating a Company vehicle, will be terminated.

Reasonable cause shall be established where Company supervisors or co-workers trained in the detection of drug and alcohol abuse reasonably believe that an Employee is under the influence.

The observations must be reduced to writing within twenty-four (24) hours of the time these observations were made. A copy of this written observation shall be provided to the Union.

PRESCRIPTION DRUGS

Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all Employees, the Company will consult with you and your physician to determine if a re-assignment of duties is necessary. The Company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

GRIEVANCE

All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining Agreements.

DRUG/ALCOHOL TESTING

The parties to this policy and program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- A.** A pre-employment drug and alcohol test may be administered to all applicants for employment.
- B.** A test may be administered in the event a trained supervisor or trained co-worker has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on-site representative to be present.
- C.** Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury requiring medical attention.
- D.** Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

- E. Employees may also be tested on a voluntary basis. An Employee who elects not to be tested when voluntarily asked, shall suffer no disciplinary action.
- F. It shall be not be a violation of this Agreement for signatory Employers to comply with additional substance abuse procedures and testing if the Local 701 has received advance written notice of the procedures and has had adequate time to advise the membership of the additional procedures.
- G. Tested Employees will be provided a split sample.
- H. Positive tests shall be confirmed by Gas Chromatography - Mass Spectrophotometry (GC-MS).
- I. The threshold limits for urinalysis (EMIT) and confirmatory (GC-MS) test results being considered positive shall be those as currently established by the United States Department of Health and Human Services.
- J. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the Company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only. Urinalysis testing shall be by EMIT.

The Company will bear the costs of all testing procedures.

REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits available under the Company or Local 701 health and welfare/insurance program.

If treatment necessitates time away from work, the Company shall provide for an unpaid leave of absence not to exceed forty-five (45) days for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status according to seniority if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year not to exceed a maximum of four (4) times. A positive test will then result in disciplinary action as previously outlined in this policy and program.

RETURN TO WORK

(1) The Company shall reinstate an Employee who is off work to receive drug or alcohol treatment provided that:

(a) the Employee submits a physician's statement certifying he/she has successfully completed the treatment program, and

(b) the Employee is released to return to work within forty-five (45) calendar days from the date that he/she began the treatment, unless satisfactory evidence is presented to grant an extension.

(2) If required as part of his/her treatment program, an Employee who has returned to work must attend follow-up ("aftercare") treatment sessions as long as deemed medically necessary by the supervising physician. The Company may make reinstatement to work conditional on the Employee attending these meetings.

(3) An Employee who, after having returned to work from a treatment program, tests positive for drugs/alcohol again shall be subject to immediate discharge.

(4) Employees shall accumulate seniority while on leave for drug/alcohol treatment if they successfully complete the treatment and return to work.

RECORD KEEPING AND SEARCHES

All records pertaining to an Employee's testing or treatment for alcohol/drug abuse shall be kept strictly confidential, and shall not be revealed by the Company to anyone unless written consent is first secured from the Employee.

MISCELLANEOUS

The Company agrees to hold Local 701 harmless with respect to lawsuits arising out of the Employer's activities in carrying out this drug/alcohol testing policy.

Local 701 agrees to hold the Company harmless with respect to lawsuits arising out of the Union's activities in carrying out this drug/alcohol testing policy.

Neither the Company nor the Union shall make any changes in this policy or its administration without prior consent from the other party.

ARTICLE 26 UNION ACCESS

A Union representative shall be permitted access to the Employer's premises for purposes of adjusting complaints provided however that such access shall not disrupt ongoing work or interfere with the Employer's operation. The union representative shall contact management prior to access. Each signatory employer shall provide the Union representative with instructions where to check in and with whom.

ARTICLE 27 EMPLOYEE RESPONSIBILITY

No Employee shall be permitted to perform repair work in a like industry of the Employer for compensation away from the premises of the Employer (unless the Employee is requested to do so by the Employer or his authorized representative). Any Employee who does so may be disciplined. After the issuance of one (1) written warning letter, a second offense may result in termination.

ARTICLE 28 MANAGEMENT RIGHTS CLAUSE

Nothing in this Agreement shall deprive of full responsibility for the operation of its business, including but not limited to the authority to hire, promote, transfer, discipline or discharge, or give merit increases and to enact policies, rules and regulations which are not in conflict with this Agreement.

ARTICLE 29 CREDIT UNION

The company agrees to deduct from the employee's regular paycheck and forward to the designated Local 701 Credit Union, such sums as the employee may authorize in writing. Such deduction shall be made and forwarded on a weekly basis to the designated Local 701 Credit Union via automatic electronic deposit ACH. If the employer does not have such electronic deposit capability, deposits shall be made on a weekly basis. The Employer will not be required to allow employees to change the amount of their Credit Union deduction more than once per quarter.

**ARTICLE 30
IAM NATIONAL PENSION PLAN**

(a) The employer shall contribute to the I.A.M. National Pension Fund (the “fund”) for each hour or portion thereof for which employees covered by this agreement are entitled to receive pay under this agreement as follows limited to forty (40) hours per week. This shall apply to new employees from their date of hire:

Effective Date	Hourly Contribution
June 1, 2018	\$4.45 hour
June 1, 2019	\$4.55 hour
June 1, 2020	\$4.65 hour

(b) If the employee is paid only for a portion of an hour, contributions will be made by the employer for the full hour.

(c) The obligation to make the above contribution shall continue during periods when the collective bargaining agreement is being negotiated and during periods when the employee is not performing a direct service for the Employer due to vacations, holidays, personal days, approved leaves of absence, jury duty, funeral leave, severance pay, vacation pay at termination, vacation pay in lieu of time off or other absences provided for in this Agreement.

(d) The employer shall not be obligated to pay contributions for any employee who is on unpaid leave for union business.

(e) Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.

(f) The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement (“Trust Agreement”), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the “Trustees”) in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

(g) This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

(h) The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this Pension Article or reduces the Contribution Rate.

(i) This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer’s obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

(j) The Employer shall also continue contributions based on a forty (40) hour work week while employees are off work due to non-occupational illnesses or injuries, in which case the contributions shall continue for ten (10) work days or until the employee returns to work, whichever period is shorter.

(k) The Employer shall also continue contributions based on a forty (40) hour work week while employees are off work due to occupational illnesses or injuries, in which case the contributions shall continue for one hundred thirty (130) work days or until the employee returns to work, whichever period is shorter.

ARTICLE 31 INDUSTRY FUND LANGUAGE

Each Employer shall pay into the MARBA Industry Advancement Fund (Industry Fund) the amount of three cents (\$0.03) for each hour worked for the Employer, based on a maximum of forty (40) hours, by those Employees covered by this Agreement, or to such other fund as MARBA may in its sole discretion direct at any time during the term of this Agreement. The Union shall be under no obligation to collect the funds and shall be indemnified and saved harmless against any claim, demand, suit or other form of liability which shall arise out of or by reason of action by the Union.

ARTICLE 32 TRAINING FUND LANGUAGE

In order to provide for professional training and skill development of Technicians, the Employer shall participate in the Mechanics' Local 701 Training Fund as a contributing Employer.

As a contributing Employer, the Employer shall have all rights and privileges provided by the Program provided that they maintain their contributions in accordance with the terms of this Article.

The Employer shall contribute, via a separate designated check, into the **"Mechanics' Local 701 Training Fund"** the sum of four dollars (\$4.00) per week per employee working under the current collective bargaining agreement.

Payments shall be made no later than the tenth (10th) of the following month, on the following basis:

(a) the amount per employee, per week, shall be contributed for any week in which an employee performs any service for the Employer. This shall apply to new employees from the date of hire.

(b) The obligation to make the above contributions shall continue during periods when the employee is not performing a direct service for the Employer due to fringe benefits outlined in this Agreement such as vacations, jury duty, etc.

(c) If an employee is absent because of any illness or injury, the Employer shall continue to make the required contribution for a period of thirteen (13) full weeks.

**ARTICLE 33
DURATION OF AGREEMENT**

This Agreement shall become effective the 1st day of June, 2018 and remain in full force and effect through the 31st day of May, 2021 and shall thereafter continue from year to year, unless at least sixty (60) days prior to the expiration date, or as thereafter extended, either party hereto shall notify the other, in writing, of its intention to modify or terminate. It is contemplated that the parties will, in said sixty (60) day period, meet with each other to negotiate a new Agreement.

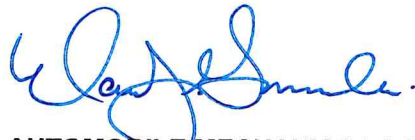
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on the 7th of July, 2018.

Signed:



**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**

John Healy
Committee Chairman



**AUTOMOBILE MECHANICS LOCAL 701
IAM & AW, AFL-CIO**

Mark Grasseschi
Business Representative Local 701

**APPENDIX A
PROCEDURAL RULES**

- (1) All grievances will be heard by the Joint Committee within thirty (30) days of their occurrence unless mutually agreed upon by the parties. Grievances shall be heard between the hours of 9:00 A.M. to 3:00 P.M.
- (2) A grievance involving discharge or continuing liability shall be heard within seven (7) days of occurrence.
- (3) Interrogation of the parties to a grievance being heard by the Committee shall be limited to members of the Committee.
- (4) At sessions of the Committee, except discharge or discipline cases, the grieving party shall present its case first. The burden of proof shall be on the grieving party in all cases except discharge or discipline.
- (5) Grievances are not properly before the Committee unless the parties have actually been engaged in a good faith attempt to resolve the grievance. Wage claims before the Committee must have been presented to the Employer in sufficient detail to permit investigation of them by the Employer before the hearing date.
- (6) After a grievance is filed, it may be withdrawn by agreement of the parties.
- (7) After due notice, in case of the failure of either party to appear at the hearing of a grievance properly filed for hearing by the Joint Committee, the party in attendance shall offer evidence in support of its position and the Committee shall dispose of the case on the basis of such evidence.
- (8) Only duly authorized Committee members or alternate members shall be permitted in Committee sessions as observers.
- (9) The grieving party may be represented by a member of the Union/Company only. No outside professional representations shall be permitted.