

AGREEMENT
BETWEEN
THE VILLAGE OF OAK PARK
AND
THE AUTOMOBILE MECHANICS'
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS, AFL-CIO
LOCAL 701

July 1, 2025 through June 30, 2028

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ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between the Village of Oak Park, Cook County, Illinois, hereinafter referred to as the "Employer," and Automobile Mechanics' Local No. 701, International Association of Machinists and Aerospace Workers, AFL-CIO, referred to as the "Union" or "Employees". The Employer recognizes the union as the sole and exclusive bargaining representative for the employees covered by this bargaining agreement.

THIS AGREEMENT shall cover the following titles and include all employees engaged in the duties or functions pertaining to the operation of Fleet Services:

Fleet Automotive Crew Chief

Senior Fleet Automotive Service Technician

Fleet Automotive Service Technician

Service Attendant

Parts Attendant

Positions excluded from the unit shall be all other employees excluded by the Public Employer Labor Relations Act (hereinafter the "Act").

ARTICLE 1 - NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement under applicable federal, state or local laws. It is the policy of the Village and the Union to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin, sexual orientation, disability or status as a disabled Veteran or Vietnam Era Veteran. In addition, the parties agree to make a good faith effort to comply with the Americans with Disabilities Act. If the masculine pronoun appears, it is understood to be for clerical convenience only and includes the feminine pronoun as well.

Section 2.1. Dues Deductions

The Village agrees to deduct at each pay period, from the pay of each Employee member of the Union, the union dues for the pay period. The Village further agrees, upon receipt of notice in writing from the Union, to increase or decrease the amounts to be deducted as dues. Deduction of dues shall only

be made upon an Employee's lawfully written authorization and shall continue in effect until revoked in writing by the Employee submitting written notice to the Village and the Union. The Village agrees to make authorized deductions and remit such monies to the union by the 15th of each month or as soon as possible with the first paycheck of the month.

Section 2.2. Village Indemnification

The Union hereby indemnifies and agrees to hold the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 3 - WORKING HOURS, OVERTIME, HOLIDAYS AND VACATION

Section 3.1. Work Week

Upon execution of this Agreement, the regular work week shall consist of thirty-eight (38) hours, and the hours assigned to work shall be as directed by the Employer. Employees will receive one and one-half (1.5) times their normal hourly rate of pay for all hours worked in excess of nine and one half (9.5) hours in any one day, and thirty-eight (38) hours in any one week. Employees who work on Sunday and/or Saturday shall receive two (2) times and one and one half (1.5) times, respectively, their normal hourly rate of pay for all hours worked on those days. Sick and compensatory leave shall not be considered as time worked for the purpose of calculating overtime, either on a daily or weekly basis. However, vacation, personal and compensatory leave shall be considered hours worked for the purposes of calculating overtime when used in conjunction with snow removal operations.

The workweek shall begin on Sunday at 12:00 a.m. and end on the following Saturday at 11:59 p.m. Employees shall begin the workday at consistent times.

Section 3.2. Hours of Work

Working hours shall be nine and one half (9.5) consecutive hours at the option of the Employer between 6:00 a.m. and 6:00 p.m. with one half (1/2) hour off for breaks (break time may be split).

The Village will determine the employees to be assigned to a consecutive four (4) day schedule. The normal schedules will be Monday through Thursday or Tuesday through Friday. The work schedules will be posted at least two weeks prior to implementation.

Section 3.3. Filling in for Absences

Employees not assigned to work on Mondays or Fridays shall fill in, when requested by the

Village, for those who are assigned, but are off work because of illness, vacations or other leave. Employees filling *in* will be given compensatory time off which shall be taken on Tuesdays, Wednesdays or Thursdays and/or as approved by the Village. A request to use compensatory time shall not be unreasonably denied. However, if after a request has been denied and a mutually agreeable date cannot be determined, the Village will schedule the employee off on the next available date. This shall occur within six months after the compensatory time was earned or; three months after the request is made if such request is more than three months from the date the time was earned. If the Village is unable to grant the compensatory time off within the aforesaid time periods the employee shall be paid for the time at time and one half their normal rate of pay. All other hours worked in excess of the nine and one half (9.5) hours in any one day or thirty-eight (38) hours in any one week with the exception of filling in for absences on Mondays or Fridays, will be paid at one and one-half (1.5) times the normal hourly rate. Employees may trade workdays within a work week subject to the approval of the Superintendent, and so long as such trades do not result in either employee earning overtime or compensatory time as a result of the trade.

Section 3.4. Hourly Rate of Pay

Upon implementation of the four-day workweek, the hourly rate shall be calculated by dividing the annual base wage by 1,976 hours. (Example: \$35,000 annual salary/38 hours per week X 52 weeks \$17.7126; as opposed to \$35,000 annual salary/40 hours per week X 52 weeks* \$16.8270)

Section 3.5. Holidays and Birthday

Employees shall receive ten -and-one-half (10 ½) days off with pay at their regular rate for the following legal holidays: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, one-half day on Christmas Eve, and Christmas Day. Employees shall be paid two (2) times their regular rate of pay when required to work on a legal holiday and will be paid at one-and-a-half (1½) times their regular rate of pay when required to work on the observed holiday. For the purposes of scheduling, a legal holiday that falls on a Saturday shall be observed on the preceding Friday and a legal holiday that falls on a Sunday shall be observed the following Monday.

Employees shall also receive one (1) day off with pay for their birthday, to be scheduled on a day that does not interfere with efficient operations.

Section 3.6. Floating Personal Days

In addition to the legal holidays and birthday holiday specified above, Employees shall receive two (2) floating personal days off with pay at their regular rate. Where Employees are required to work on a

previously scheduled personal day, such Employees shall elect to be paid at two (2) times their regular rate of pay for those hours worked or shall elect to reschedule their personal day. In selecting the personal days, preference by seniority will be utilized. Employees shall notify their supervisor at least forty-eight (48) hours in advance of any requested personal day. No more than two (2) Employees may be off on personal days at any one time. The scheduling of personal days shall be subject to the discretion of the supervisor and shall not be unreasonably denied.

Section 3.7. Vacation

The Village shall grant vacation with pay to regular full-time employees. Eligible employees shall accrue vacation hours on a bi-weekly basis. The amount of accrual of vacation hours biweekly shall be based on the employees' length of Village service as defined below:

From the starting date through the completion of five (5) years of continuous service, the employee earns vacation at the rate of two (2) weeks annually with pay.

From the start of the sixth (6th) year of continuous service through the completion of the twelfth (12th) year of continuous service, the employee earns vacation at the rate of three (3) weeks annually with pay.

From the start of the thirteenth (13th) year of continuous service through the completion of the twentieth (20th) year of continuous service, the employee earns at the rate of four (4) weeks annually with pay.

From the start of the twenty-first (21st) year of continuous service the employee earns vacation at the rate of five (5) weeks annually with pay.

Section 3.8. Call Back Minimum Hours

The Employee shall receive a minimum of three (3) hours of overtime for emergency call-back. Emergency callback does not include a continuous extension of the regular workday immediately before or after the regular workday.

Section 3.9. Call Backs

A seniority roster showing seniority by classification will be posted for the purpose of calling back staff. When the number and type of staffing needed for a callback has been determined by the Fleet Services Manager or his/her designee, the most senior per classification will be contacted first. If after contacting all Employees by seniority in a classification, and an insufficient number are available, the Fleet Services Manager or his/her designee will re-contact the most junior Employee and require overtime. This procedure will continue up through the seniority roster. The next time the Fleet Services Manager or his/her designee needs to require overtime, the Employee above, on the seniority list, from the last Employee required to work overtime will be the one contacted. If the top of the seniority list has been reached, the process will start over

from the bottom of the seniority list. It should be understood that situations do arise that require the call back of the entire staff. Employees who refuse required overtime are subject to discipline.

ARTICLE 4 - SICK LEAVE

Section 4.1. Use and Accumulation

Sick leave for personal illness or injury is allowed only in case of necessity when the employee is actually sick or disabled and unable to effectively perform the duties of the job. Use of personal sick leave for purposes other than actual sickness or injury is considered fraudulent and will result in progressive discipline up to and including dismissal. Sick leave is intended to financially assist employees who experience illness or injury that require care or treatment of significant duration. Employees may accumulate a total of two hundred forty (240) days of sick leave bank.

Section 4.2. Notification Requirements

To be considered eligible for sick leave compensation due to a non-work-related illness or injury, employees must adhere to the following Village of Oak Park procedures. Employees must notify their supervisor by telephone no later than one-half (1/2) hour after the start of the scheduled workday. When notifying the supervisor, employees must indicate what illness and/or injury prevents them from reporting to work, when they will be able to return to work, the location from which they will be recovering and a telephone number at which they can be reached during their recovery. Employees must keep their supervisor informed of their condition each subsequent day of absence after the initial one.

Section 4.3. Before or After a Holiday

Employees who are absent from work due to illness the day before and/or the day after a holiday may not be eligible for sick leave compensation for the absence(s) unless the absence(s) is approved by the Department Head. Employees who become injured or ill and not able to work while on other paid leave must continue their scheduled leave before sick leave accrual can be applied.

Section 4.4. Department Head Approval

Sick leave may be used for preventative medicine or treatment, which requires the employee to take time off during normal working hours to see doctors and/or receive similar medical attention, which cannot be reasonably scheduled outside of working hours.

The granting of sick leave for the reasons cited in the paragraph immediately prior is within the discretion of the Department Head and may be denied, depending on staffing levels of the department or when such requests have been excessive as determined by the Department Head but shall not be unreasonably withheld.

Section 4.5. Failure to Provide Notification

Employees who fail to contact their supervisor or a member of the Public Works management team for three (3) consecutive workdays shall be considered to have voluntarily resigned unless the employee can demonstrate to the satisfaction of the Village Manager that there are extenuating circumstances such as incapacity which indicate that the employee's failure to notify the Employer could have not been reasonably avoided by the employee.

Section 4.6. Requirement for a Physician's Statement

The Employer may require an employee to produce a statement from a health care professional for any illness and/or injury which prevented the employee from reporting to work three (3) or more consecutive workdays. The health care statement must state the reasons why an employee was unable to report for work. The employer may also require such statement for a recurrence of any illness or injury that requires additional use of sick leave, and/or multiple illnesses of shorter duration or upon recognizing patterns of illness (e.g. days following unscheduled workdays.)

Section 4.7. FMLA

The Village agrees to administer leave taken under the FMLA in accordance with its personnel policies and to notify the Union thirty (30) days prior to implementing any changes to the FMLA policy.

Section 4.8. Accrual Rate

All employees will accrue thirteen (13) days of sick leave per year at the rate of four (4) hours per pay period. Such accruals will be added to each employee's current sick leave balance. No sick leave bank balance may exceed two hundred forty (240) days.

Section 4.9. Pension Service Credit

In addition, retiring employees who are members of the Illinois Municipal Retirement Fund (I.M.R.F.) can qualify for additional pension service credit for unpaid, unused sick leave, at the allowable rate determined by I.M.R.F.

Section 4.10. Fitness-for-Duty Examinations

As mutual protection for the Employee and the Employer, the Human Resources Director may require an employee to submit to a physical examination by a designated physician when in the Human Resource Director's opinion the work status of the employee requires medical evaluation, or the performance of the employee has become limited or weakened by impaired health. The physical will be at the Employer's expense. The Human Resources Director may require the employee to conform to the physician's recommendations as a condition of continued employment with the Employer unless the employee submits evidence to the contrary.

In situations where in the Employer-designated physician's opinion the employee is fully work-capable or capable of performing restricted duty, and in the employee physician's opinion the employee is not fully work-capable of performing restricted duty, a third physician's opinion shall be obtained. The third physician shall be selected by mutual agreement between the Employer-designated physician and the employee's physician. The opinion of the mutually selected physician shall govern.

Section 4.11. Village Policies

The Village retains the right to develop, initiate and enforce appropriate operational policies for the management of sick leave use.

ARTICLE 5 - HEALTH & LIFE INSURANCE COVERAGES

Section 5.1. Health and Hospitalization Insurance

The Employee will receive the identical health insurance plan at the identical costs, as other Village employees not covered by other labor contracts.

Employee contributions will not increase by more than twenty percent (20%) of the preceding year's

Co-payments for prescription medications are based on the formulary designations set forth by the Village's prescription drug plan provider.

Section 5.2. Dental Plan

The employee will pay 100% of the premium cost for the group dental plan.

Section 5.3. Vision Plan

The employee will pay 100% of the premium cost for the group vision plan.

Section 5.4. Life Insurance

In addition to the hospitalization and medical program, the Employer will pay one hundred percent (100%) of the cost of fifty thousand dollars (\$50,000) in term life insurance and accidental death and dismemberment (AD&D) coverage and the employee may purchase supplemental term life and AD&D coverage subject to terms and conditions set forth by the insurance carrier at his/her own expense.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 6.1. Definition

A grievance is a dispute or difference of opinion raised by Employees covered by this Agreement against the Village involving the meaning, interpretation or application of the expressed provisions of this Agreement.

Section 6.2. Grievance Procedure

Recognizing that grievances should be raised promptly, a grievance must be presented within ten (10) working days of the occurrence of the first event giving rise to the grievance or when the Employee or the Union knew or should have known of the occurrence giving rise to the grievance. A grievance shall be processed as follows:

- Step 1. Employees, with or without their steward, who have a grievance shall submit it in writing to their immediate Supervisor, who is designated for this purpose by the Village. Supervisors shall give their written answer upon request ten (10) working days after such presentation.
- Step 2. If the grievance is not settled in Step 1 and the Employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within ten (10) working days after the Village's answer in Step 1 and shall be signed by both the Employee and the authorized representative of the Union. The written grievance shall specify the section or sections of this Agreement that are allegedly violated or misinterpreted, the full facts on which the grievance is based, and the specific relief requested. Department Heads or their representatives shall discuss the grievance within ten (10) working days with the Union Representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head or the department Head's designated representative and the Union. If no settlement is reached Department Heads or their representatives shall give the Village's written answer to the Union five (5) working days following their meeting.
- Step 3. If the grievance is not settled in Step 2 and the Employee wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be delivered in writing to the Village Manager or the Village Manager's designee within ten (10) working days after Village's answer in Step 2 and shall be signed by both the Employee and the authorized representative of the Union. The written grievance shall specify the section or sections of this Agreement that are allegedly violated or misinterpreted, the full facts on which the grievance is based, and the specific relief requested. The Village Manager or the Village Manager's designee shall discuss the grievance

within ten (10) workdays with the Union Representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Manager or the Village Manager's designated representative and the Union. If no settlement is reached the Village Manager or their designee shall give the Village's written answer to the Union ten (10) working days following their meeting.

Step 4. If the grievance is not settled at Step 3 the Union may refer the grievance to arbitration within ten (10) working days after receipt of Village's written Step 3 response.

Section 6.3. Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union. The selection process shall begin within ten (10) working days after receipt of the notice of referral. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. Either party however, prior to the striking of any names, from the list may reject one (1) entire panel. FMCS shall be notified by the parties of the selected arbitrator, who shall be notified by FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 6.4. Authority of the Arbitrator

The parties may agree that grievance arbitration hearings held pursuant to this procedure may be "streamlined" (i.e., no transcriptions, no post hearing written arguments or briefs and if the arbiter agrees, a "bench decision") on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The arbitrator shall only consider and make a decision with respect to the specific dispute or issue(s) of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. In the event the parties cannot agree as to the statement of the issue or dispute for submission to the arbitrator, the arbitrator shall have the authority to frame the issue as a part of his/her award/decision. The arbitrator shall submit in writing his/her decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based upon the arbitrator's interpretation of the meaning or application of the terms of this

agreement to the fact of the grievance presented. While the decision of the arbitrator, if made in accordance with this Section shall be final and binding, either party may seek judicial review of the arbitrator's award.

Section 6.5. Expenses of Arbitration

The fee and expenses of the arbitrator will be divided equally between the Village and the Union, provided, however, that each party will be responsible for compensating its own non-employee representatives and witnesses. The grievant may attend without the loss of pay. If it is determined that other employees' presence is required, they may also attend without loss of pay.

Section 6.6. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the first event giving rise to the grievance or within ten (10) days after the employee/Union through the use reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented or appealed within the time limits set forth above or any agreed extension thereof, it shall be considered "waived." If the Village does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the expiration of the relevant time period for that step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Village and Union and Union representatives involved in each Step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive when employees covered by this Agreement are normally scheduled to work.

ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE

Section 7.1. Purpose

The Village of Oak Park and the Union agree to the formation of a joint Labor-Management Committee that will meet periodically. The purpose of the Labor-Management committee will be to formulate and implement a comprehensive list of standards to be utilized in evaluating workplace efficiency, safety and to address issues of mutual concern.

Section 7.2. Initial Meeting

It is understood and agreed that the initial Labor-Management committee meeting will be held no later than sixty (60) days after the execution of this agreement at a mutually agreed date and time. The committee will be comprised of an equal number of labor and management personnel.

Section 7.3. Non-Grievance & Negotiation Items

The parties agree that Labor-Management Committee meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at Labor-Management Committee meetings, nor shall these meetings be used for the purpose of negotiation or to alter any terms of this agreement.

Section 7.4. Training Requests for Annual Budget

The parties agree to meet annually during the term of this agreement prior to June 30 of each year for the purpose of identifying training of interest to the Union and the Village for consideration in the Fleet Services Division budget request for the following year's budget.

ARTICLE 8 - DRUG AND ALCOHOL TESTING

All employees required to have a commercial driver's license (collectively referred to as "drivers") are subject to mandatory regulations promulgated by the United States Department of Transportation ("DOT"). The requirements of the DOT regulations are incorporated into this Article.

Section 8.1. Period of Workday When Rules Apply

These drug and alcohol regulations apply during on-duty time. On-duty time includes all time from the time employees begin to work or are required to be ready for work, until the time employees are relieved from work and all responsibility for performing work. Specifically, on-duty time includes, but is not limited to, the performance of the following safety-sensitive functions:

1. All time spent on Village property, or on any public or private property, waiting to be dispatched, unless employees have been relieved from duty.
2. All time spent inspecting equipment or otherwise inspecting, servicing, or conditioning any Commercial Motor Vehicle ("CMV") at any time;
3. All driving time, driving time defined as time spent at the driving controls of a CMV in operation;
4. All time spent, other than driving time, in, on, or with any CMV;
5. All time spent attending a vehicle being loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining with a disabled vehicle and,

7. All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by DOT regulations.

In addition, DOT regulations prohibit drivers and other CDL holders from consuming alcohol within four (4) hours before going on duty. Therefore, the period of the day employees are required to comply with DOT regulations includes four (4) hours before reporting for duty as well as any time thereafter that employees are on duty or available for duty.

Section 8.2. Prohibited Conduct

Under the DOT regulations, employees are not allowed to use alcohol or controlled substances in the following circumstances:

I. Alcohol

a. Alcohol Concentration: Employees may not report for duty or remain on duty in a safety-sensitive function with an alcohol concentration of 0.020% BrAC or greater. If an employee's alcohol concentration level is 0.02% BrAC or greater, the employee will be subject to discipline;

b. Alcohol Possession: Employees may not possess alcohol while on duty or operating a CMV. No alcohol should ever be in the vehicle or otherwise in reach of the driver;

c. On-Duty Use: Employees may not use alcohol while performing a safety-sensitive function;

d. Pre-Duty Use: Employees may not perform sensitive functions within four (4) hours after using alcohol;

e. Use After an Accident: Employees may not use alcohol for eight (8) hours following an accident which requires a post-accident alcohol test, or until employees have taken the post-accident test whichever occurs first.

2. Controlled Substances

a. Employees may not report for duty or remain on duty requiring the performance of safety-sensitive functions when employees use any controlled substance, except when the controlled substance is prescribed by a physician and the physician has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CMV. Employees should always advise their doctor of the type of work they do before he/she prescribes any medication;

b. The Village may require employees to report the use of any therapeutic drugs;

c. Employees may not report for duty, remain on duty, or perform a safety-sensitive function if they test positive for controlled substances. If an employee tests positive for a controlled substance, the employee will be subject to discipline.

Section 8.3. The Circumstances under Which a Driver Will Be Tested for Alcohol and/or Controlled Substance

The DOT requires testing for alcohol and controlled substances under the following circumstances:

1. Post Accident Testing

Employees involved in an accident while operating village equipment or driving a CMV will be tested as soon as possible for controlled substances and alcohol.

If employees are subject to post-accident testing, employees will be tested within eight (8) hours. Employees may not drink alcohol for 8 hours after an accident, or until they have been tested for alcohol, whichever is first. Employees must remain available for testing after an accident, subject to the provisions in Section A (7) listed above. The Village may terminate any employee who refuses to submit to a drug or alcohol test when administered in accordance with this policy. Employees shall, however, be provided necessary medical treatment as a result of an accident in conjunction with any post-accident drug and/or alcohol testing.

If employees do not remain available for testing, the employee's unavailability will be treated as a refusal to be tested. Employees, however, may seek necessary medical treatment after an accident.

If employees are given a urine or breath test by Federal, State or local officials as a result of the accident, employees may not need to take any test under DOT regulations, provided the Village is able to obtain the results of the tests and the tests meet the Federal, State or local requirements.

2. Random Testing

Employees will be subject to random testing for controlled substances and alcohol use in compliance with the Federally-mandated CDL drug/alcohol testing requirements. Tests for alcohol will be conducted just before, during or just after employees perform safety-sensitive functions. The Village is required to test at least 50% of the average number of CDL positions for controlled substances and 25% of the average number of driver or CDL positions for alcohol use during the calendar year. Employees will have an equal chance of being selected each time random testing is conducted.

Drivers and other CDL holders will be selected for testing by a computer generated process which randomly chooses a certain number of drivers and CDL holders each period. Employees may be selected for random testing more than once each year. If selected, employees may be tested for controlled substances, alcohol, or both. The testing periods will be unannounced and will occur at any time throughout the year. Once employees have been selected for random testing, their name goes back on the list and employees may be selected again.

If employees are selected for random testing, employees must proceed immediately to the test site. If employees are performing a safety-sensitive function at the time of notification, the supervisor will make arrangements for them to stop performance of the safety-sensitive function and proceed to the test site as soon as possible.

3. Reasonable Suspicion Testing

The Village must require employees to submit to tests for alcohol and controlled substances if there is reasonable suspicion that employees have engaged in any conduct prohibited by DOT regulations. Reasonable suspicion is based on indicators such as suspicious behavior, appearance, conduct, demeanor, body or breath odor and speech. In the interest of public safety and the safety of fellow employees, any employee who has reason to believe that another employee is impaired due to the use of alcohol or controlled substance is required to report such suspicion to his/her supervisor.

A supervisor trained to determine reasonable suspicion will decide whether employees should be tested. A second supervisor also trained to determine reasonable suspicion, must confirm the first supervisor's determination that there is reasonable suspicion to require testing.

Only supervisors who have completed a training course will be allowed to make reasonable suspicion determination.

Alcohol tests will be conducted within eight (8) hours after a supervisor has determined that there is reasonable suspicion to test an employee. Such tests will be given only if the suspicious behavior or observations are made during, just before or just after the period of workday when employees must comply with the alcohol prohibition. If suspicious behavior or observations are made just after the employee's workday has ended, the supervisor must reasonably believe that the employee's suspicious behavior or observations are such that the employee must have used alcohol while performing safety-sensitive functions. The union shall be contacted immediately by telephone or facsimile when an employee is to be tested for drugs or alcohol and allowed a reasonable length of time for the Union to send a representative if the employee requests. If the alcohol test is not

completed within eight (8) hours, employees will not be allowed to perform safety-sensitive functions until:

- a. Employee takes an alcohol test and the alcohol test and the alcohol concentration is less than 0.02% BrAC; or
- b. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion, whichever occurs first.

4. Return-to-Duty Testing

If employees engage in any conduct prohibited by the DOT regulations, employees must be removed from all safety-sensitive functions and may be subject to discipline, up to and including termination. If the Village decides to return an employee to duty, the employee must undergo additional testing.

Employees must first be referred to a substance abuse professional for evaluation at the employee's expense. The substance abuse professional shall determine what treatment, if any, the employee needs to resolve the employee's problems with alcohol misuse or use of controlled substances. If employees need treatment, they will not be returned to duty until they complete the treatment. If employees do not need treatment, employees must be tested for controlled substances and alcohol before they can return to duty. An employee cannot be returned to duty unless the employee's alcohol concentration is less than .02% BrAC and the employee's test for controlled substance is negative.

5. Follow-Up Testing

If an employee is returned to duty after engaging in any conduct prohibited by the DOT rules, and the employee was required to undergo treatment, the employee will be subject to follow-up testing. Employees will be subjected to unannounced testing at least six (6) times during the first twelve (12) months after they return to duty.

The substance abuse professional shall determine whether the employee requires testing for controlled substances, alcohol, or both. The substance abuse professional may determine that no additional tests are needed after the initial six follow-up tests, or may require testing for up to 5 years after returning to duty.

Section 8.4. Alcohol and Testing Procedures

The Village will comply with the testing procedures prescribed by the DOT regulations.

Section 8.5. Mandatory Compliance

As a condition of employment with the Village, when ordered a driver or CDL holder must submit to alcohol and controlled substances tests administered in accordance with the DOT regulations.

Section 8.6. Refusal to Submit to an Alcohol or Controlled Substance Test

1. Refusal to submit to an alcohol or controlled substance test includes:
 - a. Failure to provide adequate breath for testing without a valid medical explanation;
 - b. Failure to provide adequate urine for controlled substances testing without a valid medical explanation; or
 - c. Engaging in any conduct that clearly obstructs the testing process.
2. Consequences of refusing to be tested:

An employee's refusal to submit to any alcohol or controlled substance test will subject the employee to discharge.

Section 8.7. Consequences for Violating the DOT Regulations

If an employee violated DOT regulations, the employee may be disciplined up to and including discharge. If an employee engages in conduct in violation of DOT regulations that warrants discharge, the employee will not be returned to duty under any circumstances.

Section 8.8. Effects of Alcohol and Controlled Substances

The Village shall provide information to employees regarding the effects of the misuse of alcohol and the use of controlled substances, including the signs and symptoms of an alcohol or drug problem and methods of intervention.

ARTICLE 9 - UNION ACCESS TO FACILITY

The authorized representative(s) of the Union shall have reasonable access to the employer's facilities, to conduct union business relevant to the Employer, after obtaining approval from the designated employer representative. Approval shall not be unreasonably denied.

ARTICLE 10 - NO STRIKE OR LOCKOUT

No strike or lockout shall be considered by either Party at the expiration of this Agreement until all questions at issue have been jointly considered by representatives of the Employer and the Union and they have failed to reach an agreement. No strike or lockout shall occur during the term of this Agreement or any extension thereof.

ARTICLE 11 - MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate the affairs of the Village and all departments for which Union members are present in all its various aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces to plan, direct, control and determine the operations or services to be conducted in all of its departments or by the employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or release employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE 12 - GENERAL CONDITIONS

Section 12.1. Personnel Policy Manual

The Village will provide each employee in the bargaining unit with the most recent copy of the Village of Oak Park Personnel Manual. Any condition of employment and work not expressly covered by this Agreement shall be governed by the provisions of the Personnel Manual as adopted by the Village Board.

Section 12.2. Layoffs and Recall

The Employer reserves the right to lay off Employees when there is not sufficient work or funds to keep the present force employed. The Village will provide the Union with fourteen (14) days' notice of any planned layoff. In lieu of such notice, the Village may lay off affected employees without notice but shall compensate such employees for their normal eight-day, pay period work schedule. The Employer shall lay off workers based on seniority within classification. Those workers having the least amount of seniority within the affected classification may be laid off first. Lower classifications will be laid off first. Recall shall be made in the reverse order. A laid-off employee shall have recall rights for a 12-month period.

Section 12.3. Tool Allowance

The Employer agrees to pay each Employee, with the exception of the Parts Attendant, covered by the terms of this Agreement the sum of **one thousand two hundred dollars (\$1,200)** for a tool allowance. The following stipulations will apply:

- A. The tool allowance will be paid only to those active Employees on the payroll as of June 30 each year who have passed their probationary period.
- B. The one-time annual payment will be made during the first payroll period during the month of July of each year.
- C. Employees shall provide all hand tools necessary to do their jobs.

Section 12.4. Tool Insurance

The Employer agrees to maintain an insurance policy or assume that cost/risk for loss or damage of Employee's personal tools and/or toolbox on the Employer's premises with the following stipulations:

- A. If the Employee's personal tools and/or toolbox are lost or damaged due to fire, known theft or destruction, the Employer's liability for such loss or damage shall not exceed the actual replacement cost of the loss or damage. It is also understood that except for the reasons listed above reimbursement will not be made for loss or damage of tools.
- B. Employees shall exercise reasonable care in the safeguarding of their personal tools and shall conform to reasonable rules established by the Employer to provide for safeguarding of such Employee's tools.
- C. The Employer or insurer shall not be liable for reimbursement to the Employee for such loss where the replacement cost of the tools per incident does not exceed one hundred dollars (\$100.00). This is not to be misconstrued as a \$100.00 deductible clause.

Example: Where tool loss is \$100.00 or less, the Employee is not reimbursed for any loss;

Where tool loss is \$100.01 or more, the Employee is reimbursed \$100.01 or more for loss.

For Employees to be covered under this provision, it is understood that Employees must furnish the Employer with a complete inventory of their personal tools, subject to verification by the Employer and must keep such inventory current. Employees must retain a copy of such inventory. The Employer and the Union will meet in the Labor-Management Committee to determine the tools necessary to perform the job. Only tools necessary to perform the job will be placed on the inventory. Only tools on the inventory will be eligible for reimbursement.

Section 12.5. Uniforms

The Village will provide two sets of coveralls for use by all members of the bargaining unit. The coveralls will be rotated between the cleaning company and the Village worksite. The coveralls are not intended for daily change; one pair should be used until the next laundry change. Employees shall be provided the following uniform articles. Replacement of uniform articles shall be contingent upon the employee returning the worn-out article to the Village (with the exception of tee shirts). The Village also reserves the right to repair rather than replace worn or damaged articles.

Uniform Articles:

Tee Shirts (3 shirts annually);

Uniform Pants and Shirts

Winter Jacket/Bibb Overalls

ANSI Class II Jacket or Hooded Sweatshirt

All employees covered by this Agreement shall wear safety shoes at all times while on duty. The Village will provide the shoes and choose the type of shoe to be worn. The Village will also replace any shoes that become damaged or worn out up to a maximum of one hundred and seventy-five dollars (\$175.00). The old pair must be turned in before a new pair will be issued. Employees will not wear the shoes while performing work for another employer or for themselves. Employees may wear the shoes while in route to and from the Village worksite. The Employee will be responsible for reasonable care and maintenance of the shoes, and will replace any damaged through abuse or misuse. In addition, the Village will provide all employees with water-resistant apparel for the aforementioned shoes.

Section 12.6. Seniority

Seniority is the length of continuous service from the date of last employment by the Employer.

Section 12.7. Break in Seniority

If employment is terminated for any reason for more than one (1) year, seniority, as defined in this Article, shall cease. If the employee is reinstated within the aforesaid one (1) year period, the time for which the employee was absent shall not count toward seniority.

Section 12.8. Filling of Vacancies

When a vacant position covered under this agreement, is scheduled to be filled, the position will be posted for a period of ten (10) working days. Interested employees may apply for the position up to the end of that ten (10)-day period. Internal applicants shall be selected based upon qualifications, such as, work history, job

performance, job related testing and other pertinent factors. Where candidates are equally qualified, seniority will be the determining factor. Where internal candidates do not meet the requirements of the job, as determined by management considering the above factors, the position may be filled by external candidates. If an employee covered by this Agreement is promoted to a position excluded from the bargaining unit and remains outside of the unit in excess of six (6) months, but returns to the unit, seniority for layoff purposes shall begin with the date the employee returns to work within a classification covered by this Agreement.

Section 12.9. Probationary Period

An employee shall be considered a probationary employee until the employee has worked six months. During this probationary period the employee shall be without seniority, but if employment continues beyond the applicable period, seniority shall commence as of the date of hire. A probationary employee may be laid off, disciplined or discharged at the sole discretion of the Village and such action shall not be subject to the grievance procedure.

Section 12.10. Discipline and Discharge

The Village and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Discipline may be administered for violation of reasonable employer rules, policies and procedures. Disciplinary action instituted by the Employer shall be timely and for just cause and shall consist of the following actions:

- A. Oral Warning
- B. Written Reprimand
- C. Suspension
- D. Discharge

Progressive discipline can begin at any level depending upon the severity of the violation.

The employer may discuss the circumstances surrounding the alleged violation with the employee and, if the employee so requests, a representative of the Union.

The employee may be relieved from duty with or without pay by the Village pending the outcome of the investigation of the employees' conduct. If it is found upon investigation that no violation has occurred, the employee shall be reinstated and made whole.

Any violation resulting in a written reprimand, suspension and/or discharge shall be reduced to writing and presented to the employee before any action may be taken. In cases where discharge is the recommended

action the employer will notify the Union in advance when possible. Employees shall not be disciplined for refusing to work under dangerous or life-threatening conditions.

Notice of a violation which may result in disciplinary action must be presented to the employee and a copy mailed to the Union within thirty (30) calendar days of the point in time when the Employer actually knew or should have known of the alleged violation. Any disciplinary action presented to the employee and the Union in excess of the established period shall be invalid.

For the purposes of progressive disciplinary action, previously levied discipline of an oral warning or written reprimand will not be considered if over twelve (12) months old, except for a related offense. However, this documentation will be retained in the employee's file for historical reference. This twelve-month period shall be a rolling twelve-month period from the date of the last discipline.

Section 12.11. Commercial Driver's License

The employer shall reimburse employees for the cost of acquiring the initial Commercial Driver's License (CDL). Renewal of the CDL shall be at the employee's cost. The Employer shall also make available training and vehicles for the purpose of attaining the CDL license.

Section 12.12. Jury Duty

An employee shall receive full pay for time lost when serving on a jury. Any fees received by the employee for jury service must be turned over to the Village. Employees should inform their supervisors when the initial notice of impending service is received. Employees should check with their supervisor promptly upon their release from the courts.

Section 12.13. Bereavement Leave

In the event of a death in the employee's immediate family, the Department Head may grant a maximum of three (3) consecutive calendar days off with pay. "Immediate family" shall mean the spouse, domestic partner, children, mother, father, sisters, and brothers of employees or their spouse, or domestic partner whether natural, step, in-law, or grand. In addition, a maximum leave of three consecutive calendar days may be granted in the case of a death of a person who is a household member but who is not defined as "immediate family".

Section 12.14. Expecting a New Child

When a family is expecting a new child, whether by birth of a newborn or placement of an adopted or foster child, the employee may request leave in accordance with the Family Medical Leave Act (**FMLA**).

Section 12.15. School Visitation Rights Act

Employees shall be allowed a total of nine and one-half (9.5) hours during any school year, but no more than four and three-quarter (4.75) hours on any given day to attend school conferences or classroom activities related to the employee's child. Such leave may be charged to accrued vacation or compensatory time, however, sick leave may not be used for this purpose. Employees wishing to utilize such leave must provide a written request 24 hours before the scheduled school visitation. All other provisions of the School Visitation Rights Act shall be followed unless expressly spelled out in the contract of the Village's Personnel Manual.

ARTICLE 13-COMPENSATION

Section 13.1. Wages

All Employees covered by this bargaining agreement shall be paid in accordance with the salary range for their job classification shown in Appendix A for the term of this Agreement.

Section 13.2. Step Increases for Certifications

Employees in each classification will, on an annual basis, progress to the next higher wage step on the appropriate schedule based on successful completion of certification examinations administered by the National Institute for Automotive Excellence (ASE) that are designated as qualifying examinations.

Employees may, as an alternative to achieving ASE certification in approved areas, successfully complete automotive and/or fleet service courses at recognized trade schools or colleges. One (1) step increase may be attained per year. Successful completion of such course(s) shall require a grade of "C" or better.

Section 13.3. Determination of Applicable Certifications

The Village and the Union will meet jointly in the Labor-Management Committee, as provided for in Article 7 of this Agreement, to determine the appropriateness of any certification examinations and/or other certifications or trade school courses or curriculums that will be utilized as qualifying examinations for progression to the next higher wage steps within the wage schedule for each classification. The Labor-Management Committee shall identify a list of job-relevant requirements of sufficient number to permit progression through all of the salary steps for each job classification. Upon agreement by the Union and the Village of the requirements to progress through each classification's salary steps, such requirements are to be posted and maintained in a common area within Fleet Services accessible to all members of the bargaining unit.

Section 13.4. Frequency of Step Increases

Employees may receive one (1) wage step increase per year based on ASE certification or other approved certification or successful completion of approved trade school or college course(s) or curriculum(s). Successful achievement, during any period of the calendar year, of the credentials necessary to receive the one (1) wage step increase will result in placement on the appropriate wage step upon presentation of documentation that certification has been achieved.

Section 13.5. Merit Awards

Upon reaching the top of the salary range for their job classification, employees with an overall annual performance evaluation of "exceeds expectations" shall receive a merit award of 1.50% of their annual base salary for the period of time reflected by the annual performance rating in the form of a lump sum payment paid by separate check. A performance appraisal will be conducted with each employee no later than ~~December 15th~~ June 15th of each year of this Agreement for merit increases applicable to the year for which the performance evaluation was conducted.

Section 13.6. Reimbursement for Certification Exams

The employer will compensate employees one (1) time for the cost levied by the National Institute for Automotive Excellence for each ASE certification examination taken. The cost of retesting due to failure of any ASE certification will be the responsibility of the Employee.

Section 13.7. Compensation for Recertification

Employees who successfully attain ASE certifications will be expected to recertify at the intervals required by the National Institute for Automotive Excellence. Employees who successfully recertify as necessary will receive one hundred dollars (\$100.00) for each successful recertification. Recertification will not confer a wage step increase. The Employer will compensate Employees one (1) time for the cost levied by the National Institute for Automotive Excellence for each ASE recertification examination taken. The cost of retesting due to failure of any ASE recertification examination will be the responsibility of the Employee.

Section 13.8. Award for Master Mechanic or Emergency Vehicle Technician

A one-time \$1,000 cash award, not to be included in an employee's base wage, shall be given upon receipt of official designation as a certified "Master Mechanic" by the National Institute for Automotive Service Excellence (ASE) or as a certified "Emergency Vehicle Technician" by the EVT Certification Commission, Inc. After six (6) years of continuous certification as Master Mechanic or

Emergency Vehicle Technician, employees shall receive a cash award of \$500 upon presenting appropriate documentation from the certifying agency showing maintenance of master status.

Section 13.9. Post-Probation Wage Increase

Following completion of an employee's initial ninety (90) business-day probationary period, the Village or the Union may propose to make a positive wage adjustment within the current wage range of the employee's classification based on demonstrated skills and job performance. Such proposals shall be in writing and provide a full explanation of the reason(s) upon which the proposed adjustment is based. Proposals from the Union under this Section are subject to final approval by the Village Manager or his/her designee. Decisions by the Village to grant or deny an adjustment, or the amount of such adjustment are not subject to the grievance and arbitration process. An employee may not receive more than two (2) increases in a calendar year as a result of this provision and/or the wage-step progression provisions based on ASE certifications or the successful completion of appropriate college or trade school coursework.

Section 13.10. Salary Schedules

Refer to Appendix A for salary ranges.

Section 13.11. New Positions

The parties shall negotiate the rates for newly created positions that fall under the jurisdiction of the Union.

ARTICLE 14-EFFECTIVE DATE & DURATION

Section 14.1. Notice of Termination

This Agreement shall be in full force and effect from July 1, 2025 up to and including June 30, 2028, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

Section 14.2. Notice to Renegotiate

Where such cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve the other a notice at least ninety (90) days prior to June 30, 2028, or any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Agreement.

ARTICLE 15- SAVINGS CLAUSE

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

SIGNATURE PAGE

The Village of Oak Park
Oak Park, Illinois

Kevin J. Jackson, Village Manager

Dated

Automobile Mechanics Local No. 701
International Association of Machinists & Aerospace Workers, AFL-CIO

Carl Cassata, Business Representative

Dated

APPENDIX A - 2025, 2026, 2027 SALARY SCHEDULES

A-I

Parts Attendant			
	2025-2026	2026-2027	2027-2028
	3%	3%	3%
1	\$ 48,475.76	\$ 49,930.03	\$ 51,427.93
2	\$ 49,572.29	\$ 51,059.46	\$ 52,591.25
3	\$ 50,667.64	\$ 52,187.67	\$ 53,753.30
4	\$ 51,764.16	\$ 53,317.09	\$ 54,916.60
5	\$ 52,860.70	\$ 54,446.52	\$ 56,079.92
6	\$ 53,956.06	\$ 55,574.74	\$ 57,241.98
7	\$ 55,052.58	\$ 56,704.16	\$ 58,405.29
8	\$ 56,149.12	\$ 57,833.59	\$ 59,568.60
9	\$ 57,244.46	\$ 58,961.80	\$ 60,730.65
10	\$ 58,345.02	\$ 60,095.37	\$ 61,898.23
11	\$ 59,440.91	\$ 61,224.14	\$ 63,060.86

A-II

Service Attendant			
	2025-2026	2026-2027	2027-2028
	3%	3%	3%
1	\$ 63,312.44	\$ 65,211.81	\$ 67,168.17
2	\$ 64,711.18	\$ 66,652.52	\$ 68,652.09
3	\$ 66,112.31	\$ 68,095.68	\$ 70,138.55
4	\$ 67,512.25	\$ 69,537.61	\$ 71,623.74
5	\$ 68,911.00	\$ 70,978.33	\$ 73,107.68
6	\$ 70,312.12	\$ 72,421.48	\$ 74,594.12
7	\$ 71,712.06	\$ 73,863.42	\$ 76,079.33
8	\$ 73,110.79	\$ 75,304.11	\$ 77,563.24
9	\$ 74,510.74	\$ 76,746.06	\$ 79,048.44
10	\$ 75,913.46	\$ 78,190.87	\$ 80,536.59
11	\$ 77,316.20	\$ 79,635.68	\$ 82,024.75

A-III

Auto Service Tech			
	2025-2026	2026-2027	2027-2028
	3%	3%	3%
1	\$ 76,399.21	\$ 78,691.19	\$ 81,051.92
2	\$ 77,983.09	\$ 80,322.58	\$ 82,732.26
3	\$ 79,566.99	\$ 81,953.99	\$ 84,412.61
4	\$ 81,152.06	\$ 83,586.62	\$ 86,094.22
5	\$ 82,734.75	\$ 85,216.79	\$ 87,773.30
6	\$ 84,321.02	\$ 86,850.65	\$ 89,456.17
7	\$ 85,903.72	\$ 88,480.83	\$ 91,135.26
8	\$ 87,487.60	\$ 90,112.23	\$ 92,815.60
9	\$ 89,072.68	\$ 91,744.86	\$ 94,497.21
10	\$ 90,651.77	\$ 93,371.33	\$ 96,172.47
11	\$ 92,229.85	\$ 94,996.74	\$ 97,846.64

A-IV

Sr. Auto Tech			
	2025-2026	2026-2027	2027-2028
	3%	3%	3%
1	\$ 83,347.53	\$ 85,847.95	\$ 88,423.39
2	\$ 84,932.61	\$ 87,480.58	\$ 90,105.00
3	\$ 86,517.68	\$ 89,113.21	\$ 91,786.61
4	\$ 88,101.58	\$ 90,744.62	\$ 93,466.96
5	\$ 89,685.46	\$ 92,376.02	\$ 95,147.30
6	\$ 91,270.54	\$ 94,008.65	\$ 96,828.91
7	\$ 92,854.43	\$ 95,640.06	\$ 98,509.26
8	\$ 94,437.12	\$ 97,270.23	\$ 100,188.34
9	\$ 96,023.39	\$ 98,904.09	\$ 101,871.21
10	\$ 97,601.47	\$ 100,529.52	\$ 103,545.40
11	\$ 99,179.54	\$ 102,154.93	\$ 105,219.58

A-V

Auto Crew Chief	2025-2026	2026-2027	2027-2028
	3%	3%	3%
1	\$ 87,515.08	\$ 90,140.54	\$ 92,844.75
2	\$ 89,180.19	\$ 91,855.60	\$ 94,611.26
3	\$ 90,856.05	\$ 93,581.73	\$ 96,389.19
4	\$ 92,506.82	\$ 95,282.03	\$ 98,140.49
5	\$ 94,170.75	\$ 96,995.87	\$ 99,905.75
6	\$ 95,833.47	\$ 98,708.47	\$ 101,669.72
7	\$ 97,479.47	\$ 100,403.85	\$ 103,415.97
8	\$ 99,126.66	\$ 102,100.46	\$ 105,163.48
9	\$ 100,775.05	\$ 103,798.30	\$ 106,912.25
10	\$ 102,421.59	\$ 105,494.24	\$ 108,659.07
11	\$ 104,065.43	\$ 107,187.39	\$ 110,403.02