

ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD  
JUL 22 2016  
CHICAGO

**MINOOKA COMMUNITY CONSOLIDATED SCHOOL DISTRICT 201'S  
MOST RECENT OFFER TO TEAMSTERS LOCAL 179  
BUS DRIVER AND BUS AIDE NEGOTIATIONS**

Pursuant to Section 12(a-5)(2) of the *Illinois Educational Labor Relations Act* (the "Act"), set forth below is Minooka Community Consolidated School District 201's ("School District") most recent offer<sup>1</sup> submitted to the International Brotherhood of Teamsters, Local 179 ("Union") in relation to collective bargaining negotiations concerning a first contract for bus drivers and bus aides.

**Background**

The parties first met on February 9, 2016, when the Union submitted its initial proposal for a first contract. This proposal contained 59 separate articles; the first 39 of which can be referred to as "working condition" issues, while the remaining 20 articles pertained to financial issues.

Since February 9<sup>th</sup>, the parties have since met eight times for negotiations and mediation, and have reached tentative agreements on 20 of the working condition issues, and the Union has withdrawn two proposals. Accordingly, at present, there are 37 total open issues, with the School District having submitted the most recent proposals on all of them, except wages.

Notably, with respect to the financial issues, the School District has never received a response to its May 2, 2016 proposals on these articles. Instead, just a few minutes into the May 9, 2016 negotiations session, the Union informed the School District that it intended to strike if the School District would not agree to include a "fair share" provision in the contract. A "fair share" provision would compel those employees who do not wish to join the Union to nevertheless pay a portion of their wages from each paycheck to the Union in order to support certain Union activities. The School District responded that it would not agree to include a "fair share" provision in the contract.

On June 20 and 24, 2016, the parties engaged in two mediation sessions, which produced several tentative agreements on working condition issues. The parties then agreed to participate in further mediation sessions on August 2 and 8, 2016 in hopes of resolving the remaining issues.

**Status of Negotiations**

**A. Working Condition Issues (Articles 1-37)**

As noted above, the parties have established tentative agreements on 20 of the language issues. Those issues are as follows:

- Article 3 – Transfer of Employer Title or Interest
- Article 9 – Military Clause

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<sup>1</sup> A cost summary is not included herein because due to the number of outstanding working condition and benefit proposals, the School District has not yet made a wage proposal.

- Article 11 – Non-Discrimination Clause
- Article 12 – Anti-Harassment
- Article 13 – Absence for Union Business
- Article 14 – Uniforms
- Article 15 – Passengers
- Article 17 – Court Appearances
- Article 18 – Daily Maintenance of Bus
- Article 20 – Personal Identification
- Article 21 – Personnel Files
- Article 23 – Training
- Article 24 – Layoff
- Article 27 – Seniority List
- Article 28 – Jury Duty
- Article 33 – Background Checks
- Article 34 – No Strike/No Lockout
- Article 35 – Gender Clause
- Article 36 – Separability and Savings Clause
- Article 37 – Disposition of Grievances

As for the remaining 17 open working condition issues, the School District’s most recent proposal as to each is attached hereto as **Exhibit A**.

**B. Financial Issues (Articles 40-59)**

As mentioned above, the School District submitted counterproposals to the Union on May 2, 2016. These proposals addressed every Union financial issue, except for pay rates and possible bonuses. This is because it is standard practice in collective bargaining negotiations to address compensation later in the negotiations process, usually after other working condition issues have been either resolved or at least significantly narrowed. As the Union has not responded to the School District’s May 2<sup>nd</sup> proposals, those proposals are still the School District’s most recent proposals and are attached hereto as **Exhibit B**.

**Conclusion**

The School District remains ready and willing to continue collective bargaining negotiations with the Union for bus drivers and bus aides. First contracts often take a significant amount of time to negotiate (let alone those with 59 issues initially presented), with the parties sometimes meeting for over a year before a deal is done. The School District will continue to work in good faith to reach a contract that is fair to our employees, our taxpayers, and most of all, the parents and students we are proud to serve.

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**EXHIBIT A**

**SCHOOL DISTRICT'S PROPOSALS ON WORKING CONDITION ARTICLES 1-37  
THAT REMAIN OPEN**

**ARTICLE 1. PARTIES TO THE AGREEMENT**

The parties hereto enter into this agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms and conditions of this Agreement. Both parties desire to provide uninterrupted operations to the clients they serve and to provide a secure and safe productive work environment.

The party covered under this Agreement include:

[Minooka School District 201]: The Employer recognizes the International Brotherhood of Teamsters, Local 179 (hereinafter "Union") as the sole and exclusive bargaining agent for all matters affecting the wages, hours and terms and conditions of employment of its employees in the bargaining unit as determined by the Illinois Labor Relations Board Case NO. 2016-RC-0004-C. Included in the unit are all full-time and regular part-time bus drivers, and sub drivers and all full-time and regular part-time aides and sub aides currently employed by the Employer at its Minooka location; excluding all other mechanics, lot attendants, fuelers, office clerical employees and guards, professional employees and supervisors as defined in the Illinois Labor Relations Act. Temporary employees, defined as those employees who do not have a regular assignment and are employed on an as-needed basis, shall not be covered by the terms of this Agreement, except for the wage rates in Article 57.

**ARTICLE 2. UNION RECOGNITION AND DUES**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all matters affecting the wages, hours and terms and conditions of employment of its employees in the bargaining unit. This Agreement covers all bargaining unit members performing work covered by this Agreement or any supplements and/or riders hereto, including:

All bus routes or runs as well as all work traditionally and historically performed by bargaining unit personnel.

Any employee covered by this Agreement who is a member of the Union may sign and deliver to the Superintendent's Office an assignment authorizing deduction of Union initiation fees, dues and other Union payroll deductions. The Union shall notify the Superintendent's Office in writing of the total amount of dues. Such written authorization and assignment shall continue in effect unless cancelled by the originating employee.

The payroll deductions described above may be cancelled prior to September 15 of any year by written notice to the Superintendent's Office.

The Union shall indemnify and hold harmless the Employer against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Employer in reliance upon written authorization of the employees or written statements by Union representatives for the purpose of complying with this Article.

**New Hires:** When new or additional employees are needed, the Union may supply names of applicants. No applicants will be preferred or discriminated against because of membership or non-membership in the Union.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. Reopening of the Agreement shall be limited to only the negotiation of the provision(s) determined to be invalid under the law, and all other provisions remain in full force and effect.

#### **ARTICLE 4. JOB STEWARDS**

The Employer recognizes the right of the Union to designate stewards and Alternates from the Employer's seniority list if needed. An Alternate can act only in the absence of a designated Steward.

The authority of job Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Union or its Officers, provided such messages and information
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair, or drive any equipment, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of job Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The union will

work with the Employer to stop any such acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job Steward has taken unauthorized action, including but not limited to strike, slowdown, or work stoppage in violation of this Agreement.

Shop Stewards shall perform their functions outside regular work hours. If the Employer requires the Shop Steward to attend a meeting during his or her regular work hours, the Shop Steward shall be released from his or her duties without loss of pay.

No Steward shall make any decision with the Employer that conflicts with the terms and provisions of the Contract.

The Union reserves the right to remove the Steward at any time for the good of the Union.

#### **ARTICLE 5. MAINTENANCE OF STANDARDS**

The School District has rejected this Article in its entirety.

#### **ARTICLE 6. PROTECTION OF RIGHTS**

The Employer shall not enter into any agreement or contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or Contract shall be null and void. All employees shall work in accordance with this Agreement. The Employer recognizes and acknowledges this Agreement. In recognition of the necessity for students to be reliably transported, the Union waives the right of the employees covered by this Agreement to honor any picket line other than one established by the Union.

#### **ARTICLE 7. ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours and in such manner as not to disturb normal operations of the Employer after notifying the transportation director via email, or speaking by telephone to the transportation director or designee, at least 2 hours in advance and presenting themselves to the facility manager or supervisor to investigate working conditions, collect dues, and inspect all time cards, log books and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Employer will make such records available within ten (10) business days of the Union's request, unless additional time is needed due to the nature of the request. Subject to the Employer's approval regarding location and size of the bulletin board, which shall not be unreasonably withheld, the Union may provide a suitable bulletin board exclusively for the Union's use in a conspicuous place for posting of information and interest to the members of the Union. The Employer's approval shall not apply to the content of the postings, provided the postings are approved by the Union, posted by a steward and relate to the business of the Union. The Union

representatives agree to follow the Employer's prescribed safety and security regulations while on the Employer's premises.

The Union will also have access to employee mailboxes in order to put union materials in them.

### **ARTICLE 8. COMPENSATION CLAIMS**

Employees shall report all work-related injuries or illnesses as soon as circumstances permit and in accordance with the Employer's procedures. Employees will be covered by the State of Illinois Workers' Compensation laws.

### **ARTICLE 10. MANAGEMENT RIGHTS<sup>1</sup>**

Except as modified or restricted by this Agreement, all managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine the qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Employer's transportation operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract, assign or cease any job, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer's; to introduce new or improved service methods, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Employer's; to issue, amend and revise policies, rules and regulations, and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees. The Employer's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or to preclude it from exercising the same in some other way not in conflict with this Agreement.

### **ARTICLE 16. LOSS OR DAMAGES**

The School District has rejected this Article in its entirety.

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<sup>1</sup> This Article was proposed by the Union as "Discipline and Discharge."

## **ARTICLE 19. SAFETY VIOLATIONS**

The Employer shall pay any fine for a citation issued to any driver for an equipment violation that is not the driver's fault provided the driver promptly reports any observed equipment violation(s) to the District as soon as the driver knew, or reasonably should have known, of the violation(s). Moving violations or other unsafe driving practices shall be the responsibility of the driver and may result in discipline or dismissal.

## **ARTICLE 22. DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. Refusal to operate equipment will be brought to the immediate attention of the transportation director for discussion. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property.

Employees shall not be required to exceed the stated capacity of any vehicle.

Concerns regarding facility safety issues shall be brought to the attention of the Director of Transportation for study and appropriate action, if needed.

## **ARTICLE 25. TRANSFER RIGHTS**

The Union and Employer agree that when an employee is assigned to a higher pay classification the employee will be paid at the higher rate.

## **ARTICLE 26. SENIORITY**

Seniority for employees governed by this Agreement, except temporary employees, shall be defined as the period of employment with the Employer (starting on the date of Board action to hire) in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Union.

The Employer shall have separate seniority lists for aides and drivers. Temporary drivers do not accrue seniority.

**Loss of Seniority:** Seniority shall be broken only by:

1. Discharge;
2. Voluntary Quit;
3. Failure to respond to a notice of recall for regular work for seven (7) consecutive calendar days after the date notice was mailed to the employee's last address on file with the Employer;
4. Mutual agreement;

5. Unauthorized leave of absence;
6. Unauthorized failure to report for work for three (3) consecutive days when working and on a seniority list;
7. If an employee has not worked for the Employer for twelve (12) continuous months.
8. An employee who is absent due to a work-related injury or illness shall not suffer a break in seniority, provided the employee returns to work on the first workday after being medically cleared.
9. Failure by a driver to maintain at all times the required license(s) and/or permit(s) required to operate a school bus. Drivers who are on workers' compensation and are physically unable to renew their license(s) and/or permit(s) due to an injury covered by workers' compensation shall be given a grace period equivalent to their accumulated number of sick days up to a maximum of 60 work days to have their permit(s) and/or license(s) reinstated before seniority is broken.

### **ARTICLE 29. UNIT WORK**

Jurisdiction over unit work is non-exclusive and the Employer maintains the responsibility for providing transportation services in a manner befitting the best interests of the District and the communities and families it serves.

### **ARTICLE 30. WORK RULES/POLICIES**

The School District agrees it shall provide the Union advance notice of new rules/policies, including the employee handbook and changes to existing work rules/policies and the Union shall be provided an adequate opportunity to substantively confer prior to implementation.

The School District also agrees the provisions of this collective bargaining agreement and any supplements or addenda hereto supersede and control over any conflicting provisions in any Employer handbooks, rulebooks or policies.

### **ARTICLE 31. LEAVE OF ABSENCE**

**Leaves of Absence for Part Time Employees:** Most part time employees will not qualify for FMLA leave benefits due to the annual 1,250 hour requirement for eligibility. However, medical and personal leaves may be necessary due to individual or family circumstances. The Employer may allow such leaves given documentation is provided.

**Medical Leaves of Absence:** Unpaid, medical leaves of absence may be granted to part-time employees after 120 days of employment. The granting or denial of such a leave request shall be in the District's sole discretion and shall not be subject to the grievance and arbitration provisions in this Agreement. Employees must submit medical documentation supporting the need and time required for a medical leave. Transportation directors will notify employees whether or not the leave has been

approved. Employees must submit a return to work statement for a full release before being allowed to return. If a leave is approved, upon conclusion of the leave, the employee will be returned to a similar, though not necessarily the same, assignment to that held by the employee prior to the start of the leave.

**Personal Leaves of Absence:** Unpaid, personal leaves of absence may be granted to part-time employees after 120 days of employment. The granting or denial of such a leave request shall be in the District's sole discretion and shall not be subject to the grievance and arbitration provisions in this Agreement. Leaves may be granted for up to six (6) calendar weeks with a six (6) week extension if approved. A leave for personal reasons is defined as a personal absence longer than five consecutive working days. Upon conclusion of the leave, the employee will be returned to a similar, though not necessarily the same, assignment to that held by the employee prior to the start of the leave. No leave will be approved for an employee to work another job or volunteer in another capacity. An employee must submit a written request for a personal leave to the Transportation Director outlining the reasons and the time needed. If a leave is approved, employees will be terminated if the personal leave extends beyond six (6) calendar weeks with the exception of the six (6) weeks extension.

## ARTICLE 32. EXAMINATIONS

Pre-employment and legally required medical examinations shall be paid for by the Employer and performed by a physician selected by the Employer. In the event that an employee is removed from work to take such examination and is later determined to be fit for work, the employee will be made whole by the Employer. This Article shall not apply to routine requests for doctor's certification of necessity for an employee to use paid sick leave.

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**EXHIBIT B**

**DISTRICT 201 PROPOSALS ON FINANCIAL ARTICLES 40-59  
THAT REMAIN OPEN**

**ARTICLE 40. CATEGORIES AND WORK ASSIGNMENTS**

The Following Shall Apply to this District for work assigned to bargaining unit employees:

**Overnight Trip** – Employees will be reimbursed for approved overnight expenses when the necessary receipts are turned in for an overnight trip, up to \$30.00 total for meals per day. The Employer will make every reasonable effort to pay in advance for all known expenses associated with the trip, if petty cash is available. The Employer will secure and pay for a hotel room for the driver. The driver will receive \$150 Per night for the overnight trip, plus all drive time at current drive time rate.

**Trip Cancellation** – Employees who show up on time for their scheduled trip shall be compensated two (2) hours trip pay if the trip has been cancelled for non-scheduled school days, or two (2) hours minimum trip pay with the cancelled trip on school days. This compensation will only apply when the trip is cancelled on the day of the trip.

**Sub Drivers and Sub Aides will be defined as follows:**

Any employee who does not have a regular bid route shall be considered a sub employee. A sub employee shall report to the location if and as directed by the Transportation Director and shall be entitled to the same base guarantees as regular route drivers/aides for days in which the employee reports. Unassigned employees can be assigned to any reasonable job function during their guarantee time, at the discretion of management.

**Hold Down Assignments** - When an employee who is on a fixed bid permanent route and is out of service due to a medical absence the route will be held for six (6) calendar months and the driver will be allowed to resume his/her route assignment upon-return. Management shall assign said route assignment to a standby or unassigned driver as a hold down assignment during such employee's absence.

**Home to School/Trip/Extra Work**

In order to qualify for a category of work under this Agreement, it is an employee's responsibility to be fully qualified to operate the required equipment safely and efficiently and must possess all required licenses, and certificates for the category of work desired. All assignments and picks will be by seniority and meeting the qualifications of the position.

**Home-to-School:** Work shall consist of picking up students at a prescribed location and delivering them to a school and/or returning them to the original location following the end of their school day and any other work packaged with these routes. All other categories of work described in this Article are subordinate to home-to-school work. Home-to-school work shall be assigned first and foremost as provided herein.

**Extra Work:** Extra Work shall be defined as incidental work that generally becomes known by the Management whenever possible and sometimes with little or no advance notice. Such work will be given out to whomever is available or whenever there is time to assign such work by the rotation system and qualifications, as outlined in this Article in the categories of work assignments that need to be performed. It is also the understanding between the parties that extra work shall be further defined to include field trips, athletic trips or other non-regularly scheduled transportation activity performed by the Employer.

**Trip/Extracurricular Work:** This work is non-regularly occurring, driving work that is performed and is commonly known as extra work. It will be given to the employees on a basis of a rotating seniority list.

An employee offered and Extra Work Assignment may accept or decline the offer, provided, however, that he/she shall be charged with a turn in rotation even if the employee declines the offer for extra work opportunity.

## **TRIP/EXTRACURRICULAR ASSIGNMENTS**

Maintain current quarterly system

### **Rotation**

The rotation list will show all drivers in seniority order. When each block of trips is posted for trip bidding, a new rotation list of drivers will be posted. After assigning the previous block, the rotation will continue where it left off.

### **Responsibility**

Drivers are responsible to watch the trip board daily to monitor postings and their respective assignments.

### **Late Trip Orders & Unassigned Trips**

Trips that are ordered after the original posting has been removed in the normal bid process or are unbid for any reason, will be filled, time and situation permitting, as follows: By consulting rotating seniority list and assigning by seniority where ever possible.

**Aides:** Non-driver employee onboard the bus for monitoring.

**SPED Drivers:** Special education drivers.

**Wheel Chair/Ramp:** Routes that include handling of wheelchairs and ramps.

**Non-Revenue Work/Extra Work:** Includes other work assigned by the Employer, including but not limited to attending meetings, taking an on-site drug test, washing buses, or trainings.

**Dispatch Helper/Clerical:** A driver who is used to help in: (A) dispatch during peak work periods, or (B) clerical help. The person in this position may not administer discipline.

**Emergency Work:** This work is defined as any work received within twenty-four (24) hours before it must be performed. Weekends and holidays are excluded from the 24 hour requirement. For weekends and holidays, any work received before noon on the last business day before a holiday or weekend will be put on the extra work list anything after noon will be considered emergency work.

Management will assign this work at its discretion honoring seniority whenever possible

#### **ARTICLE 41. ROUTE ASSIGNMENTS**

**Review of Routes:** All unfulfilled or new routes shall be available for review and reassignment at least three (3) days prior to bid day. The Employer will package routes, determine the number of routes, the length of the routes, and their frequency based upon its legitimate needs.

**Notification of Intention to Return:** An employee intending to return to work for the Employer at the start of the Fall School Year, shall on a form provided by the Employer, and made available to the employee prior to the last day of the school year, notify the Employer of his/her intention to return by the last day of school.

**Notification of Route "Pick":** In the event it becomes necessary to do a repick, the Employer shall notify employees of the date and time. The pick day(s) shall be held as soon as is practicable after routes and route packages have been determined by the School District. All known routes and route packages will be made available to the bargaining unit for review at the bus garage at least three (3) days prior to the bid (if available, or soon as possible thereafter).

**Route Assignment and Bidding:** A regularly assigned employee who reports as instructed on route pick day, and all additional new employees hired, shall be allowed to bid on known work assignments in order of seniority provided, however, the employee must be fully qualified and licensed to perform all the work involved in the assignment for which he/she is bidding. It is understood that all work available may not be known at the time of pick.

It is understood that it is the employee's responsibility to report for the "pick" at their scheduled time. Late arrival by an employee shall not impede the pick process, the employee shall forego any missed opportunity and shall be placed in the rotation after the employee currently picking selects his/her route.

At all times during the pick process an individual approved by the union shall be allowed to observe the process.

**Bid Positions:** Should an opportunity for additional or new positions arise, the position shall be posted for all members to bid for at least three (3) business days. The assignments will be made by seniority.

**Summer Routes:** Summer school routes will be posted and bid on according to an attendance system. Drivers will be expected to do the entire route, every day. Consistency is an important factor for our students, so individuals with the following levels of attendance based on seniority will have the first choice in the following groups until all summer jobs are filled:

Group 1 - First to select for summer work are individuals with zero (0) days absence.

Group 2 - Second to select for summer jobs are individuals with (0) to 1.5 days absence.

Group 3 - Third to select for summer jobs are individuals with more than 1.5 days up to 3 days absences.

Group 4 - Fourth to select for summer jobs are individuals with more than 3 days absence up to 4.5 days

Group 5 - Fifth to select for summer work are individuals with greater than 4.5 absences.

After summer routes have been picked and assigned by seniority and attendance, if there are any routes remaining open, 201 drivers and aides will be given the chance to bid on what has been left unbid before it is sent to 111.

It is understood between the parties that routes are subject to change at any time.

**Early Dismissals (ED) or Late Starts (LS):** Drivers and aides will be paid for all hours worked or route package minimum guarantee whichever is greater to a maximum of four and one half (4.5) hours.

**Temporary Assignment:** If a 201 driver and/or aide subs a 111 route, they will receive what the 111 route pays from District 111.

## ARTICLE 42. HOLIDAYS

The following holidays shall not be considered workdays. If the District holds school on any of these holidays and requires employees to work, a replacement holiday will be selected after consultation with the Union.

MLK	Columbus Day
President's Day	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
4 <sup>th</sup> of July	Christmas Day
Labor Day	New Years Day
Veteran's Day	

## ARTICLE 43. FUNERAL/BEREAVEMENT

All regularly assigned employees (not substitutes) will be excused from work due to the death in their immediate family (Spouse, Child, Brother, Sister, Mother, Father, Grandparent, Grandchildren, current Mother in Law or Father in Law, Sister/Brother in Law, Daughter/Son in law, Aunt, Uncle, and current step children/current step parent). Upon presentation of documentation of the loss and the relationship, the employee will be paid for up to 3 (three) consecutive work days absent per contract year for attendance at services. Employees shall be paid at their regular rate of pay and at the package hours currently assigned.

## ARTICLE 44. PERSONAL/SICK DAYS

The employees (not substitutes) will be given 1.5 personal days / 10 sick days.

A driver's first responsibility is to drive and days off should be planned on school holidays and during the summer. Personal days are provided to employees as a courtesy and allow employees the ability to be absent from work without loss of pay under certain circumstances. . Personal business days are defined as time provided to attend to legal or personal business beyond the control of the employee, business that cannot be conducted during non-school hours or non-school days. Employees shall make reasonable efforts to schedule such legal or personal business for non-work time.

Personal business leave days may be taken in .25 day increments. Personal days may not be taken on the day before or after a holiday nor within the first 10 days and last 10 days of the school year. Unused personal days are not carried over from year to year and are added to accumulated sick days at the beginning of the subsequent school year

Sick time is 10 days per year. Illinois employment law grants IMRF eligible employees 10 sick days per year. Sick days may be taken in .25 day increments. Sick days may be accumulated from year to year to the maximum number of days recognized by IMRF for

retirement purposes. Sick leave is defined as to mean personal illness or disability, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. The Illinois Compiled Statutes: Chapter 105 5/24-6 defines immediate family" to include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians" The Superintendent or his designee may request a health care provider's statement as a basis for pay during sick leave exceeding three(3) consecutive days for personal illness or (30 ) thirty days for birth. Failure of an employee to present such a statement by a health care provider shall cause a loss of daily pay for the affected days.

The principles of progressive discipline shall apply to excessive absenteeism or abuse of sick or other leave.

1. A verbal warning will be issued when an employee has (2) two or fewer sick days remaining in his/her annual allotment of sick time.
2. A written warning will be given to the employee promptly after the exhaustion of the annual allotment of sick leave.
3. A suspension without pay of up to (1) day on first absence after receipt of written warning indicating (0) days left.
4. Loss of route and reassignment to substitute position for 2<sup>nd</sup> absence after written warning of (0) zero days left
5. Termination for third absence after receipt of written warning (0) zero days left

Steps (1) through (5) do not apply when the employee claims and qualifies the absence under FMLA, Workers' Compensation, the Americans with Disabilities Act, or maternity leave.

#### **ARTICLE 45. RETENTION BONUS**

School District 201 has rejected this Article in its entirety.

#### **ARTICLE 46. ATTENDANCE INCENTIVE AND SAFETY BONUS**

School District 201 is still considering its response to this proposal.

#### **ARTICLE 47. REFERRAL BONUS**

The employer may from time to time, depending on the needs of the business, implement a driver recruiting incentive program. The employer will notify the union when this program is in effect and the duration of the program.

#### **ARTICLE 48. LIFE INSURANCE**

School District 201 has rejected this Article in its entirety.

## **ARTICLE 49. PAY PERIOD**

Employees will be paid every other Friday.

## **ARTICLE 50. FLU SHOTS**

School District 201 has rejected this Article in its entirety.

## **ARTICLE 51. ROUTE GUARANTEES**

All minimums require that the employees perform their entire scheduled package. All drivers and aides are offered a four and one half (4.5) hour daily guarantee every normal school day.

### **Drivers and Monitors/Aides:**

AM shift – Minimum 2.25 hours

PM shift – Minimum 2.25 hours

Midday shift - Minimum 1 hour or actual time whichever is greater

Trips- Paid time from yard parking lot spot back to yard parking lot spot

All trips will be a minimum of 2 hours trip pay.

### **Sub Drivers/Aides**

AM shift – Minimum 2.25 hours

PM shift – Minimum 2.25 hours

If a driver and/or aide is off in regards to medical, personal, or sick leave longer than five (5) days, the route will be driven or aided by the next available sub driver or sub aide in seniority order, until the route driver or aide returns from leave.

## **ARTICLE 52. LICENSE AND BUS PERMIT EXPENSE**

The Employer will reimburse drivers 100% of the cost of the CDL portion of their license needed to drive the equipment that they are assigned to and 100% of the bus permit expense.

### **ARTICLE 53. INCLEMENT WEATHER**

School District 201 has rejected this Article in its entirety.

### **ARTICLE 54. HOURS OF WORK AND OVERTIME**

Employees shall be paid for all time spent in the service of the Employer and as directed by the Employer. Employees shall be paid at the rate of one and one-half times their blended rate of pay for all hours worked in excess of 40 hours in any one week

### **ARTICLE 55. DRIVER BREAK ROOM**

The Employer will provide a break room.

### **ARTICLE 56. PRE-TRIP/POST TRIP**

School District 201 has rejected this Article in its entirety.

### **ARTICLE 57. PAY RATES**

District 201 is still considering its proposal on this issue.

\*All Non-Revenue Work – includes other work assigned by the Employer, including meetings outside regular work hours, on site drug tests, cleaning bus during summer hours or training.

Upon ratification of this agreement by the Union and approval by the Employer, the wage increase will begin for the 15/16 school year and the wage increases for the 16/17 and 17/18 school year will be the first Monday in August.

### **ARTICLE 58. IMRF**

Covered by law.

### **ARTICLE 59. TERMINATION**

This Agreement shall take effect on ratification by the Union and approval by the Employer, and shall remain in full force and effect until August 15, 2018, and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change, amend, or terminate this Agreement.