LAW OFFICES
DOWD, BLOCH, BENNETT, CERVONE, AUERBACH & YOKICH
8 SOUTH MICHIGAN AVENUE • 19TH FLOOR
CHICAGO, ILLINOIS 60603-3315
(312) 372-1361 | FAX (312) 372-6599
WWW.DBB-LAW.COM

MELISSA J. AUERBACH
BARRY M. BENNETT
ROBERT E. BLOCH
ROBERT S. CERVONE
J. PETER DOWD
JOSIAH A. GROFF
JUSTIN J. LANNOYE
DAVID P. LICHTMAN
GEORGE A. LUSCOMBE III
RONALD M. WILLIS
STEPHEN A. YOKICH

JEREMY M. BARR
WILLIAM M. KINNEY
ELIZABETH L. ROWE

July 22, 2016

BY EMAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ellen Strizak [Ellen.Strizak@illinois.gov]
Illinois Educational Labor Relations Board
160 North LaSalle Street
Suite N400
Chicago, Illinois 60601

Re: Minooka Community Consolidated School District #201 and International Brotherhood of Teamsters Local 179

Dear Ms. Strizak:

Pursuant to 115 ILCS 5/12(a-5) and 80 Ill.Admin.Code 1130.35, International Brotherhood of Teamsters Local 179 hereby submits is most recent offer for a collective bargaining agreement to Minooka Community Consolidated School District #201 regarding the employees for whom the Union was certified as the exclusive collective bargaining representative in IELRB Case No. 2016-RC-0004-C in December 2015. I am enclosing a return envelope and request that you return a filestamped copy to me.

Yours truly,

Josiah A. Groff

Encl.

cc: John Fester (by mail and email)
Dr. Kris Monn (by mail and email)
Kevin Farrell (by mail and email)

FILED WITH ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 179,	)
UNION,	)
and	)
MINOOKA COMMUNITY CONSOLIDATED SCHOOL DISTRICT #201,	)
EDUCATIONAL EMPLOYER.	)

MOST RECENT OFFER AND COST SUMMARY OF INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 179

Pursuant to 115 ILCS 5/12(a-5) and 80 Ill.Admin.Code 1130.35, International Brotherhood of Teamsters Local 179 ("Union") hereby submits is most recent offer for a collective bargaining agreement to Minooka Community Consolidated School District #201 ("District") regarding the employees for whom the Union was certified as the exclusive collective bargaining representative in IELRB Case No. 2016-RC-0004-C in December 2015.

I. Union's Most Recent Offer.

The Union's most recent offer to the District is attached as Exhibit A.

II. A Cost Summary Dealing with Those Issues on Which the Parties Have Failed to Reach Agreement.

A. Salary.

The District has fifty-nine part-time drivers who are paid between $18.00 and $23.00 per hour with a mean average wage of $19.19 per hour, and eighteen bus aides who are paid $11.58 per

hour. The District has not proposed any specific amount for wages in the new collective bargaining agreement. The District contributes at 8.326% to the Illinois Municipal Pension Fund and pays FICA taxes at the rate of 7.65% on wages.

1. Part-Time Bus Drivers.

The District's fifty-nine part-time bus drivers are currently paid between $18.00 and $23.00 per hour. The Union proposes a $1.00 raise per hour, about a 5 percent increase. This wage increase would cost $48,662.25 in 2015-16. Additional IMRF contributions and FICA taxes based on this pay increase would be $7,774.24 in 2015-16.

2. Bus Aides.

The District's seven bus aides are currently paid $11.58 per hour. The District has not given its bus aides a pay increase in seven years. To compensate for this long-time stagnation in wages, the Union proposes a $2.50 raise per hour. This wage increase would cost $34,224.61 in 2015-16. Additional IMRF contributions and FICA taxes based on this pay increase would be $5,467.70 in 2015-16.

B. Life and Accident Coverage.

The Union proposes giving employees life and accident coverage. Based on the Union's experience with similar bargaining units, the Union anticipates that a group plan would cost less than $150.00 per employee. This unit consists of 77 employees so the total cost would be less than $11,550.00.

C. Retention Bonus.

The Union's experience in similar bargaining units is that bus drivers have a high attrition rate. Students and the District benefit from the services of experienced drivers. The Union proposes a bonus of 4 percent of salary payable at the beginning of the 2016-17 school year to employees who continue working from the prior school year, in order to reduce turnover. Four percent of District's payroll for the unit in 2015-16 comes to $43,845.48. Based on the Union's experience with similar bargaining units, the Union anticipates that 90 percent of the bargaining unit will qualify. The cost of this benefit would be about $45,765.18, including related IMRF and FICA costs.

D. Leave Days

Currently, the District allows 12 personal/sick days, but no paid holidays, vacation, or bereavement leave. Employees deserve paid leave to compensate them for their service and competitive paid leave benefits attract quality employees to serve the District's students.

At the wage rates proposed by the Union for 2016-17, the average cost of one day of paid leave for a part-time driver (two routes of 135 minutes) is $90.84 and the average cost of one day of paid leave for a bus aide (two routes of 135 minutes) is $63.36. Multiplying these amounts over the numbers of employees in each position, the total cost of one day of paid leave is $6,500.25.

The Union is seeking 12 paid holidays, two additional personal/sick days (without separate paid vacation), and three days of funeral leave, for a total of 17 additional days of paid leave. The cost of this benefit would be about $128,158.32, including related IMRF and FICA costs.

E. Attendance and Safety Bonus

Students and the District benefit from the services of safe and careful drivers. The District's operations are assisted by a bargaining unit of employees with good attendance. The Union proposes a bonus of $75.00 each semester paid to employees who meet certain safety and attendance goals. Based on the Union's experience with similar bargaining units, the Union anticipates that about 75 percent of the bargaining unit will qualify. The cost of this benefit would be about $10,046.41 including related IMRF and FICA costs.

F. Flu Shot Reimbursement

Students benefit from drivers and aides who are not sick. The District's operations are assisted when employees avoid illness-based absence. The Union proposes that the District reimburse employees up to $25.00 for the cost of a flu shot to encourage flu prevention, but the flu shot would be optional. Based on the Union's experience with similar bargaining units, the Union anticipates that about 50 percent of the bargaining unit will take advantage of this. The cost of this benefit would be about $962.50.

G. Retirement Bonus

Students and the District benefit from the services of experienced drivers. To encourage drivers to spend their career at the District, the Union proposes a retirement benefit of $100.00 per year worked. Based on the Union's experience with similar bargaining units, the Union anticipates that about one employee will take advantage of this benefit per year and that employees retire with about 20 years of seniority. The cost of this benefit would be about $2,319.52, including related

IMRF and FICA costs.

H. License Cost Reimbursement

Drivers obtain specialized licenses for their work at the District. The Union proposes that drivers be reimbursed for their cost of specialized licenses. Based on the Union's experience with similar bargaining units, the Union estimates that the cost of this benefit will be about $19.00 per driver per year, so a total cost of about $1,121.00.

I. Health Insurance

Currently, the District does not provide its bus drivers and bus aides with health insurance. While the Union urges the District to provide these employees with that critical benefit, the Union is not proposing terms on health insurance as part of a collective bargaining agreement.

The Union computes the total cost for 2016-17 of these improved wages and benefits to be about $296,051.73 or less over the District's 2015-16 costs for the bargaining unit. The Union further proposes $1.00 per hour increases in pay for each 2017-18 and 2018-19, which the Union computes as costing about $82,605.61 and $81,748.26 or less over the respective prior year. The Union is unable to compare these numbers to the District's proposals because the District has so far declined to make any proposals on cost-related aspects of the collective bargaining agreement.

III. Current Collective Bargaining Agreement

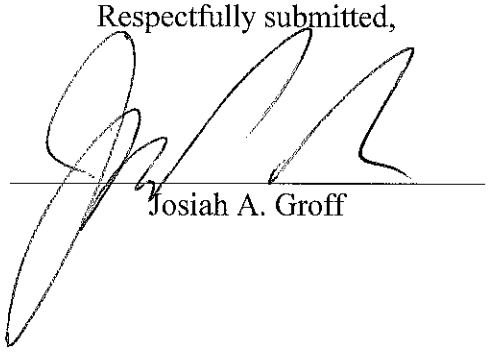
There is no collective bargaining agreement between the District and the Union; this bargaining unit is newly-certified.

IV. The Date of the Scheduled Start of the Forthcoming School Year

The upcoming school year for the Employer will begin on August 17, 2016 for students, according to the calendar the Employer has published at: http://www.min201.org/

Josiah A. Groff
DOWD, BLOCH, BENNETT, CERVONE,
AUERBACH & YOKICH
8 S. Michigan Avenue, 19th floor
Chicago, Illinois 60603
312-372-1361
JGroff@laboradvocates.com

Respectfully submitted,



Josiah A. Groff

CERTIFICATE OF SERVICE

I, Josiah A. Groff, an attorney, hereby certify that, on July 22, 2016, I caused to be served the foregoing Most Recent Offer and Cost Summary of International Brotherhood of Teamsters Local 179 to the person listed below at the respective addresses shown below by certified mail, return receipt requested, by depositing the same in the U.S. Mail at 8 S. Michigan, Chicago, Illinois, before the hour of 5:00 p.m., with proper postage prepaid, and by email, as indicated:

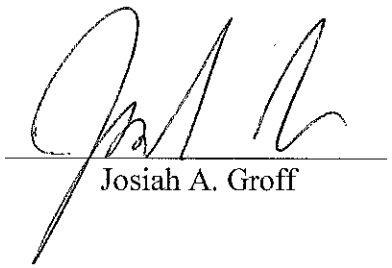
Ellen Strizak [Ellen.Strizak@illinois.gov]
Illinois Educational Labor Relations Board
160 North LaSalle Street
Suite N400
Chicago, Illinois 60601

and to the persons below by first-class mail by depositing the same in the U.S. Mail at 8 S. Michigan, Chicago, Illinois, before the hour of 5:00 p.m., with proper postage prepaid, and by email, as indicated:

Dr. Kris Monn, Superintendent [kmonn@min201.org]
Minooka CCSD #201
305 W. Church Street
Minooka, IL 60447

John E. Fester [jfester@edlawyer.com]
Scariano, Himes and Petrarca, Chtd.
Two Prudential Plaza
180 North Stetson, Suite 3100
Chicago, Illinois 60601-6702

Kevin Farrell [KFarrell@fmcs.gov]
Federal Mediation and Conciliation Service
Elm Plaza, Suite 203
908 North Elm Street
Hinsdale, IL 60521



Josiah A. Groff

TEAMSTERS LOCAL 179's PROPOSAL FOR MINOOKA SCHOOL DIST 201
JULY 8, 2016

TEAMSTERS LOCAL 179 RETAIN THE RIGHT TO ADD, RETRACT, AND MODIFY THIS PROPOSAL

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.

Operations Covered: All bus routes or runs, including any movement of busses, including all monitors, vans or any other vehicle that will be used for the purpose of transportation by the Employer, except for emergency or maintenance-related movements.

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.

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 individuals performing work covered by this Agreement or any supplements and/or riders hereto, including:

All bus routes or runs, and any movement of buses, vans or any other vehicle that will be used for the purpose of transportation by the Employer, as well as all work traditionally and historically performed by bargaining unit personnel.

EXHIBIT A

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall continue to satisfy any and all financial requirements or other obligations of the Local Union or meet the requirements of a service fee payor. As a condition of employment all employees must pay either the Union's initiation fees and periodic dues or service fees which in the case of a regular service fee payor shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payor shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational actives. All present bargaining unit employees who are not members of the Local Union and all employees who are hired hereafter into the bargaining unit shall satisfy any and all financial requirements or other obligations of the Local Union as set forth above on and after the thirty-first (31st) calendar day following the beginning of their employment or on and after the thirty-first (31st) calendar day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who fails to satisfy the financial requirements or other obligations of the Local Union as herein provided, shall be terminated seven (7) working days after his/her Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This paragraph shall be interpreted to provide the Union and its Local Unions with the maximum Union Security that may be legally permissible.

In the event of any change in the law during the term of this agreement relating to Union Security the Employer agrees that the Union will be entitled to receive the maximum Union Security that may be lawfully permissible.

The Employer agrees to deduct from the wages of all employees covered by this agreement initiation fees re-initation fees, cost of transfer fees and regular monthly dues, including D.R.I.V.E., and send a check for all such money deducted to be received by the Union on or before the third Friday of current month, provided however, that no such deduction shall be made unless and until the Employer is furnished with individual authorization by the employee, in writing, to make such deduction, subject moreover, to all requirements of the Labor Management Relations Act, 1947, as amended.

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 3. TRANSFER OF EMPLOYER TITLE OR INTEREST TA

Should the Employer decide to subcontract the work covered by this Agreement, it shall do so in accordance with the School Code, 105 ILCS 5/10-22.34c, as amended from time to time.

ARTICLE 4. JOB STEWARDS TA

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 Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, other benefits or forms of compensation and general working conditions shall be maintained at not less than the highest standards in effect at the time at that location of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, or have been negotiated for adequate replacement.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the Employer or the Union in applying the terms and conditions of this Agreement. In no event shall it apply to errors, the correction of which may be substantive or where the Union and Employer disagree that an error was made. If the Union or the Employer are at an impasse, both parties may use the grievance procedure, if need be, as outlined in the Agreement.

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 and The Illinois Education Association.

Picket Lines: The Union and the Employer understand that in the education profession, work stoppages can occur. This paragraph addresses that concern and covers work stoppages of customers and/or schools. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines

at the Employer's place(s) of business, or refuses to go through a picket line due to concerns for his or her safety, or the safety of his/her passengers. Recognizing the special obligation of the Employer and its employees to render service to the public, the Union and the Employer agree that the presence of a non-Teamster picket or a non-Teamster picket line on or adjacent to the premises of any customer or potential customer of the Employer shall not remove the obligation of the employees to render service in the normal routine of Employer operations provided such employees are not required to cross a picket line

Struck Work: It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action or shall such employee be permanently replaced if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees for the Employer or person on strike.

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) days of the Union's request and will 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 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 TA

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 9. MILITARY CLAUSE TA

Addressed by USERRA and the Illinois Military Leave of Absence Act, 5 ILCS 325.

ARTICLE 10. DISCIPLINE AND DISCHARGE

The Employer shall not discipline, suspend or discharge any employee without just cause. In any case of discipline including discharge or suspension, the Employer shall promptly notify the employee in writing of the discipline, discharge or suspension and the reason thereof on the effective date. A copy of such written notice shall be given to the Shop Steward and the Union that day.

The Employer recognizes that discipline shall be reasonable and that progressive discipline shall be used to educate an employee to follow the rules and to perform his/her job properly. However, under severe circumstances, progressive discipline may not be required so long as just cause is shown.

A warning notice as herein provided shall not remain in effect for more than nine (9) months from the date of the occurrence upon which such warning notice is based.

A discharged employee must be paid in full for all wages owed him by the Employer within five (5) working days from the date of discharge unless the applicable law requires such payment to be sooner.

All employees shall receive their normal pay and benefits during the course of any investigation by the Employer which may lead to the imposition of discipline if the employee is reinstated. If the employee is not reinstated, then no pay will be awarded.

The Employer shall advise employees of their right to union representation whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. In the event that the Employer unintentionally fails to remember to advise the employee, the grievance would not be overturned. If a steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the steward or designated bargaining unit member is present.

ARTICLE 11. NON-DISCRIMINATION CLAUSE TA

The Employer and the Union agree to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex, age, disability, alienage or citizenship status, marital status, creed, genetic information, sexual orientation, veteran's status, or any other characteristic protected by law.

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

ARTICLE 12. ANTI-HARASSMENT TA

It is the understanding of the parties, that there shall be no illegal harassment by any person, management or Union employee, whether or not it is sexual in nature or any other form.

ARTICLE 13. ABSENCE FOR UNION BUSINESS TA

Subject to the availability of substitute drivers/aides, the Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided that seven calendar days written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees. No more than one (1) employee per district will be allowed on leave at any one time, no more than three (3) days per year may be taken by a given employee, and no more than ten (10) absences per year, in the aggregate, will be permitted for these purposes.

An employee that obtains an officer position with the local union, will be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, without pay. Seniority shall not accrue during any such leave of absence. After their term expires or if they resign from office, the employee will have to return to the employer within thirty (30) days and if they do not, they forfeit their seniority and employment with the employer. The Union agrees that the Employer may lay off the least senior employee if no vacancy exists for the returning employee.

ARTICLE 14. UNIFORMS TA

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniforms shall be furnished by the Employer, free of charge at the standard required by the Employer. Employees shall be entitled to display reasonable Teamster union insignia (buttons/pins) on their apparel at their own expense. If provided, uniforms shall not be modified or adorned in any fashion. No open toe footwear or footwear without heels may be worn during working hours.

ARTICLE 15. PASSENGERS TA

Drivers and aides shall be entitled to have their own minor children and/or grandchildren accompany them on their routes, provided the children can legally and safely ride the bus without need for special equipment or supervision. This will be contingent on the availability of seating. The children will not be allowed on trips, only on AM and PM and midday routes only. Children must be in an employee provided Child Safety Restraint System. Drivers and aides must sign up with the Transportation Director to access this privilege and must identify the children/grandchildren who they wish to have as passengers. This privilege may be revoked on a case-by-case basis in the interests of the Employer and such decision shall not be subject to the grievance procedure described herein. Examples of reasons for such revocation include, but shall not be limited to, failure to abide by the requirements of this section, disruptive behavior by the child/grandchild (including disruption to other passengers), or actions interfering with the performance of the driver, aide or completion of route.

ARTICLE 16. LOSS OR DAMAGES

Employees shall not be disciplined for loss or damage unless just cause is shown. No employee may be charged for loss or damage to equipment under any circumstances.

ARTICLE 17. COURT APPEARANCES TA

When an employee is required by the Employer or subpoena to appear in any court for the purpose of testifying because of any work related accident or conduct he may have been involved in or witnessed during working hours, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance. This section shall not apply to any subpoena issued or appearance required in a case in which the employee is a party, unless the provisions of 105 ILCS 5/10-20.20 apply.

ARTICLE 18. DAILY MAINTENANCE OF BUS TA

Drivers shall be required at all times to keep the windows and interior of their buses clean and shall ensure such condition before each route or trip. The Employer will provide the necessary cleaning supplies and trash bags. Drivers will be trained on how to clean blood, bodily waste or fluids, chemicals or other hazardous substances. Time spent on daily pre-trip cleaning of the bus shall be paid time and is provided within the time allocated for completion of the route. Cleaning that goes beyond the pre-trip cleaning requirements will be offered to drivers and paid as additional work.

The Employer will post each week the records of work done by mechanics on the buses.

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 upon conviction.

ARTICLE 20. PERSONAL IDENTIFICATION TA

If the Employer requires employees to carry personal identification and a key fob, the cost of such personal identification and key fob shall be borne by the Employer, including one replacement each year. Additional replacement costs shall be charged to the employee.

ARTICLE 21. PERSONNEL FILES TA

Upon a request by an employee, authorization will be granted for the employee at a time convenient, within ten (10) days, to the employee and to the Employer to examine his/her personnel file, which may be done in the presence of a Union Steward or Union Representative. Upon inspection, an employee shall be supplied with a reasonable number of copies of any documents in his/her file. Upon review of personnel records by the employee, an item not comprehensible to the employee will be explained. After such review, a written acknowledgement by the employee of such review will be placed in the personnel file.

Employees shall be entitled to place a letter of rebuttal to any document placed in their file. Upon request of the employee, a copy of any disciplinary documents shall be sent to the Union.

Disciplinary documents shall be presented to employees before being placed in their personnel file.

The Employer shall maintain files in accordance with applicable law for all matters pertaining to a particular employee, which shall be accessible to the employee.

The Employer will not release documents from an employee's personnel file to outside sources except as authorized by the Illinois Personnel Record Review Act or other law, or if authorized in writing by the employee.

This article shall not be construed to deprive or diminish the Union's right to information that is necessary and relevant to carrying out its duties as the exclusive bargaining representative.

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. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Refusal to operate equipment will be brought to the immediate attention of the transportation director for discussion. Any equipment which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. 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.

The Employer shall provide fire extinguishers, flares, 2-way working radio, breakdown kits, and first aid kits including biohazard protective materials.

Parking Lot/Yard Safety: The Employer shall provide proper lighting and maintenance to all areas as well as clean and sanitary restrooms with functioning hot and cold water sink faucets. The Employer will provide meters to check the air quality of the garage for Carbon Monoxide.

Right to File a Complaint: The Employer may not discharge or discipline or discriminate against any employee because the employee, or another person at the employee's request, has filed a complaint or begun a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard, or has testified or will testify in such a proceeding, or if the Employer perceives that the employee has filed or is about to file a complaint or has begun or is about to begin a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or occupational safety and health regulation or standard.

If a driver reports an issue related to the functioning of their bus on their pre-trip sheet, the mechanics will sign off on pre-trip sheet once the issue has been addressed and let the driver know what was done to the bus.

ARTICLE 23. TRAINING TA

If the Employer introduces new equipment that requires training before use, the Employer will offer training opportunities to interested employees as necessary through a sign-up sheet by seniority.

ARTICLE 24. LAYOFF

Layoffs shall be conducted per the requirements of the Illinois School Code, 105 ILCS 5/10-23.5, as amended from time to time.

ARTICLE 25. TRANSFER RIGHTS

The Union and the Employer agree that any time an employee covered by this Agreement is assigned for the Employer's convenience to a lower paying classification, said employee shall continue to be compensated at employee's normal hourly rate. The Employer and Union further agree that when an employee covered by this Agreement successfully and voluntarily bids into a lower paying job classification, the employee shall be compensated at the regular hourly rate for that job classification. 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 shall prevail at all times. Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement. Where the current practice of a Master Seniority List exists, it will continue in effect for the duration of this Agreement. Seniority provisions set forth in local agreements or addenda shall prevail over inconsistent provisions set forth herein.

A. All new employees shall be hired and working on a thirty (30) calendar days' probationary basis with the employer and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. However, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against the Union members. After thirty (30) calendar days' probationary period they shall be placed on the seniority roster as a regular employee in accordance with their date of hire. When there is more than one employee who has the same hire date with the employer, seniority will be determined by pulling a card from a deck of playing cards, high card being most senior. The Union Steward will be present

for this process. In case of discipline within the thirty (30) calendar day period, the Employer shall notify the Local Union in writing.

B. Each district shall have separate seniority lists for aides and drivers and sub drivers.

C. Layoffs, if necessary, shall be by district.

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 within five (5) work days 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 except if you are on workman's compensation.

Maintenance of Seniority: No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in this Agreement, or:

1. If he is laid off except as provided herein;
2. If he is sick or recuperating from some illness or accident except as provided herein;
3. If he is on a bona fide leave of absence but must remain in good standing with the Union by the payment of the current dues.
4. Military Leave

ARTICLE 27. SENIORITY LIST TA

Within thirty (30) days after the signing of this Agreement, and by each February 1 and October 1 thereafter, a list of full-time and regular part-time employees with hire date, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union for Union files. The Union copy will show names addresses and phone numbers of each employee. Claims for corrections to such seniority list must be made to the Employer and the Union within thirty (30) days after the allegedly inaccurate posting is initially made.

ARTICLE 28. JURY DUTY TA

Any regular seniority employee who is called for jury duty shall be paid his regular rate of pay for all days the employee serves on the jury. The Employer agrees to pay such amount upon presentation of proof by the employee. The Employer may deduct from the jury duty pay amounts received by the employee from the government for jury duty. Due to the critical nature of the service provided by the employees, and the likelihood that suitable replacements may not be available, the employee and Employer will jointly cooperate to limit any potential disruption as a result of jury duty.

ARTICLE 29. UNIT WORK

No person outside of the Bargaining Unit shall be permitted to perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees, or in a recognized emergency. The Employer will not subcontract, lease or diminish bargaining unit work opportunities. The Employer shall hire additional bargaining unit employees when the amount of work justifies such hiring.

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.

It is understood all rules/polices will be reasonable and the Union has the right to challenge the substance and reasonableness of the changes and the implementation thereof through arbitration or other appropriate legal processes.

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 will 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. 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.

Any Employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be twelve (12) months and may be extended for like periods by mutual agreement with the Union and the Employer. Routes will be held for a maximum of six (6) working/scheduled months; after six (6) working/scheduled months the employee's route will be reassigned or bid per local practice. Seniority will continue to accumulate during the leave period.

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. When considering approval of a personal leave request, the employee's record and the circumstances surrounding the leave should be carefully considered. No leave should be approved for an employee to work another job or volunteer in another capacity. Personal leaves include, but not limited to, serious illnesses of a relative, loss of residence or other catastrophic events. An employee should submit a written request for a personal leave outlining the reasons and the time needed. Routes will be held for the duration of the leave period. Seniority will continue to accumulate during the leave period. A profile form should be submitted to payroll for all such leaves. 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.

If a dispute develops between the Employer and the Union as to whether the employee is qualified to work, the employee may choose a DOT certified physician for a second opinion, but the employee pays the full cost for the exam. If the employee elects the second opinion and it is in conflict with the first examination by the Employer selected physician, then the Union and the Employer will mutually decide on a third DOT certified physician. The Employer will pay for the third exam. The third exam will be deciding opinion accepted by all parties.

ARTICLE 33. BACKGROUND CHECKS TA

The Employer shall perform criminal and driving background checks prior to the hiring of the employee. It is understood that during the tenure of the employee's employment he/she will be subject to subsequent background checks which shall be limited to criminal and driving records. No credit information will be requested as part of an employee background check. Employees will comply with criminal history and driving record background check procedures.

ARTICLE 34. NO STRIKE/NO LOCKOUT TA

As a corollary to the local dispute resolution procedures the Union and each employee covered by this Agreement agree that they shall not call, institute, participate in, or authorize any strikes, walkouts, sit-downs, slowdowns or other concerted refusals to work, and the Employer will not lock out any employee for the duration of this Agreement.

ARTICLE 35. GENDER CLAUSE TA

Whenever the term "he" or "she" is used throughout this Agreement, it shall be construed and interpreted as pertaining to both genders, male and female.

ARTICLE 36. SEPARABILITY AND SAVINGS CLAUSE TA

Separability: Any part of this Agreement which conflicts with applicable local, State, or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant hereto.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall

enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or Union for the purpose of arriving at a replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 37. DISPOSITION OF GRIEVANCES TA

Any dispute or grievance between the Employer and the Union or any employee over the interpretation or application of one or more specific provisions of this Agreement shall be settled in the following manner:

(a) Within ten (10) business days (defined as days on which the District's main office is open) after the occurrence of the event giving rise to the grievance, or within ten (10) business days of the time the aggrieved employee should have been aware of the event giving rise to the grievance, the employee, with or without the assistance of the Shop Steward, shall take it up with the Transportation Director or his designee. The grievance in this step shall be reduced to writing and given to the Transportation Director, or his designee. Within ten (10) business days of receiving the written grievance, the Transportation Director shall provide a written response to the grievant and/or Steward.

(b) If the Union is dissatisfied with the Transportation Director's written response to the grievance, the Superintendent or his/her designee and the Union Business Agent will meet within ten(10) business days to discuss the grievance and attempt to settle it.

(c) If the matter is not resolved at the previous step, within ten (10) business days, the Union may advance the grievance to the Board of Education by submitting such a request in writing to the Superintendent. The Board will consider the grievance at its next regularly scheduled meeting (provided the request for review was received by the Superintendent at least 5 days before that meeting) and shall provide a response through the Superintendent or Board attorney within five (5) business days of the meeting.

(d) If the matter is not resolved at the previous step, within fifteen (15) business days the Union may demand arbitration, by giving written notice to the Superintendent. If not filed within fifteen (15) business days, the grievance is deemed waived, unless extended per subsection (e) below.

(e) All time limits may be extended by mutual agreement of both parties confirmed in writing. If the Employer fails to meet its time limits as specified in steps (a) or (b) above, the Union may consider the grievance

denied and proceed to the next step. Failure by the Union to comply with the timelines above, in the absence of a written agreement extending the timelines, shall waive the grievance and act as a bar to any further proceedings on the grievance.

When arbitration is demanded, the union shall, upon written notice to the Employer, request the Federal Mediation and Conciliation Service ("FMCS") to designate a panel of seven arbitrators in accordance with FMCS rules from which the arbitrator will be selected by alternate striking. The union shall strike first in the first arbitration held pursuant to this agreement; thereafter, the Employer and the union shall alternate in exercising first strike. The arbitrator's decision in the matter, if made in accordance with this contract and the applicable State and Federal laws and judicial interpretation, shall be final and binding on the parties.

(a) The fees and expenses of the impartial arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union, but all other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.

(b) The power of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to add or subtract from or modify any of this Agreement, nor shall he have power to establish or change any wage scale or classification. The arbitrator shall have no authority to base any decision on any practice or custom which is inconsistent with any provision of this Agreement, or to award any monetary compensation or pay other than actual wages lost, unless said compensation is specifically provided for in this Agreement.

Grievance and arbitration meetings and hearings will not be overly formalistic.

If the Employer provides a court reporter and the arbitrator requests a transcript, the Union will pay half of the cost of the arbitrator's transcript. If the Union requests a copy of the transcript, the Union shall pay half of the court reporter's appearance fee and for its own copy of the transcript.

No grievance shall be presented here under which occurred prior to the effective date of this Agreement.

Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between representatives of the Employer and the Union.

ARTICLE 38. CATEGORIES AND WORK ASSIGNMENTS

The Following Shall Apply to this District:

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 $200 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 three (3) 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. If the drivers lose trip for the day, the driver will still be allowed to drive their normal route or get paid route pay for the day if the route has already left.

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 as determined 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. Any 201 work will be offered to 201 drivers and aides first.

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 for six (6) working/scheduled weeks for a non-medical absence and shall be allowed to resume his/her route assignment upon employees return. Management shall assign said route assignment to a standby or unassigned driver as a hold down assignment during such employee's absence. An employee on either a medical or non-medical leave of absence beyond that as stated above shall, upon return, be allowed to pick from any open work available.

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 covered within the classification on a basis of a rotating seniority system amongst the qualified employees as outlined in this Article. It is also agreed that there will be no deviations, favoritism, or any other schemes to circumvent the intent between the parties.

Trips and extra work shall be assigned to employees in accordance with their placement on the rotating roster.

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. In the event there are no takers for the extra work opportunity, the work will be assigned by Management in the reverse order of rotation by forcing the most junior qualified employee who is on the extra work roster. Newly licensed drivers must have 90 calendar days during the school year before they are eligible for Trip Work, unless the Employer has exhausted available employees and needs to utilize new drivers.

TRIP/EXTRACURRICULAR ASSIGNMENTS

Weekly Trip List: This list contains all trips for the upcoming week. This list will be posted on Tuesday. If Trips become available on Tuesday after the list has been posted, they will be posted to the original list. The list will be taken down on Thursday evening, trips will be assigned and posted before the end of business on Friday.

Exceptions will be made as needed to allow for school holidays and Christmas break, etc. A separate bid sheet in seniority order will be up for each day according to the schedule above. Drivers interested in bidding will fill out the bid form indicating their preferences. Trips that come in to the Employer after the original posting, but before the bid sheet is taken down for assigning, will be added to the bid sheet and highlighted to give drivers the opportunity to bid. The goal is to simplify the entire process for

drivers and staff, promote the maximum amount of fairness, and minimize the number of trips left unassigned. One union steward or one union member may sit in and observe the trip assignment process.

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

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:

1. A driver who had a trip for that day and it was cancelled will be offered first.
2. All drivers without a trip assignment for that day, may request an unassigned trip and it will subsequently be assigned to the highest eligible seniority person using the daily sign up sheet. The assignment will be made on the afternoon prior to the trip running. Regardless of seniority, no further requests will be taken after this assignment is made.
3. Any trip still left unassigned, will be offered as an all-call and assigned by seniority, first to those who do not already have a trip for that day. Giving up an assigned trip to take another will never be allowed.
4. If any trips are still left unassigned, the Employer retains the right to assign those remaining trips in reverse seniority order to those eligible.

Cancelled Trips: If a trip is cancelled, the driver will get first opportunity for the next available trip and this will be offered after a MISSED OPPORTUNITY FOR WORK (see below). If a trip is cancelled and rescheduled that driver will retain that trip.

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.

Missed Opportunity for Work: If a driver is mistakenly bypassed in the assignment of Extra Work, he/she shall be offered the next available equivalent

trip and will maintain his/her current position on the rotation roster. If this happens repeatedly to any member of the bargaining unit, he/she shall have recourse through the grievance/arbitration procedure.

Non-Revenue Work/Extra Work: Includes but not limited to attending meetings, taking an on-site drug test, washing buses, trainings, refresher course, computer class, custodial, yard work, safety lanes, bus shuttle and traffic controllers.

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.

Recruiter: Bargaining members who help Employer recruit New Employees. When recruiting work is needed, the Employer will post the opportunity for up to three (3) days. Employees may sign-up for this opportunity and will be interviewed by the Transportation Director or his designee prior to being awarded a recruiting opportunity. The Transportation Director is not required to interview employees he has interviewed for prior recruiting positions, but may do so at his discretion or at the employees' request. The Employer will award this work to employees based upon qualifications and seniority.

Cold Start: Start the buses on cold days.

Emergency Work: This work is defined as any work received within twenty-four (24) hours 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 by:

A. The daily extra revenue work list
B. The most senior person on-site
C. It's discretion honoring seniority whenever possible

ARTICLE 39. ROUTE ASSIGNMENTS

Review of Routes: All known routes shall be available for review and reassignment at least three (3) days prior to bid day (with the exception of year round routes, which are only bid when they become open, for any reason). The Employer will package routes, determine the number of routes, the length of the routes, and their frequency based upon its legitimate needs. However, it is the understanding of the parties that all routes (with the exception of any year round routes) will be posted at least once per year in order to give seniority preference and an opportunity to change such routes or runs amongst the qualified employees.
Drivers shall have the option of retaining their routes from year to year.

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": The Employer shall notify returning employees of their individual pick day 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 at least three (3) days prior to the bid (if available, or soon as possible thereafter).

Route Assignment and Bidding: An 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. In this event, the employer will anticipate the work available (i.e. midday work and late routes) and allow the most senior qualified employees to sign for such.

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.

Proxy bidding procedures: In the event an employee, for any reason, cannot be available for their assigned pick time and date, the employee may utilize a

proxy to make the selection. The proxy form will be provided by the Employer and approved by the union and will indicate the name of the individual approved to make such choice for the employee (the form must be signed by the affected employee giving such permission). The Employer shall bear no responsibility for choices made by the proxy and it will not be subject to the grievance process. In the event that an employee does not elect to utilize a proxy and fails to report for the scheduled pick time and date, the employee, upon return to work will be allowed to pick from the remaining open work.

Assignment of Remaining Work: Any route or work assignment remaining unassigned following the applications of the procedures provided in this Article shall be offered by the Employer to qualified employees in the appropriate classification in order of seniority, provided, however, if no appropriately classified employee voluntarily accepts the available work assignment, the Employer will assign the work to the least senior employee available, and he shall be required to accept the assignment. In the event all employees have been exhausted or assigned, the Employer will be able to use the available casual list of employees by seniority to cover its business needs.

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

Mid-Year Route Openings: If a route becomes available for any reason after the initial route assignments, such route shall be posted for bid among all qualified and appropriately licensed employees and shall be awarded by seniority. A route vacated by a successful bidder shall be bid and awarded as above. Routes remaining at the completion of this process shall be filled at the discretion of the Employer. If a mid-day aide position becomes available, it has to be offered to the aides first and if no aides bid on the route; it then will be offered to drivers.

Summer Routes: After summer routes have been picked and assigned by seniority and 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.

Route Package Changes: Should changes occur to the picked route package after initial bidding, (excluding middays and late routes) resulting in negative earnings to the employee through no fault of their own, the Employer shall make an effort, short of "bumping," to replace the work or allow the employee to go to sub status. In no event will an employee's hours go below the guaranteed hours in this Agreement. If an employee's route changes by more than thirty (30) minutes per day, they will be permitted to bid on an open route, regardless of whether an employee has previously exercised his/her right to bid off a route.

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.

ARTICLE 40. HOLIDAYS

The following holidays shall apply:

All regularly assigned Drivers and Aides covered under this agreement shall be eligible for the holidays listed as follows:

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

* Unless it is a day of attendance for students

To be eligible for the paid holiday the employee must work the full scheduled day prior to the holiday or the full scheduled day after the holiday, unless approved in advance by management.

Notwithstanding the above, should the School District schedule transportation on any of the above days, management will work with the union to decide upon an alternative "holiday" during the remainder of the school term during a school nonattendance day. In no case will there be less than the holidays noted in this section.

Pay for holidays noted in this section will be at an equivalent number of hours as their daily route package and shall be at the employee's route wages.

Employees who choose to work on a holiday and where work is available shall be paid at the rate for the service performed in addition to the holiday pay earned within this section. For purposes of overtime holiday pay will not be computed as hours worked.

ARTICLE 41. FUNERAL/BEREAVEMENT

All regularly assigned employees 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, Cousins 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 for attendance at services. Employees shall be paid at their regular rate of pay and at the package hours currently assigned.

ARTICLE 42. PERSONAL/SICK DAYS

The employees will be given 14 personal/sick days to be used at their discretion. These days may be used before and/or after a paid holiday. If an employee puts in to use their personal days, the Employer has 48 hours to approve or not approve the time off. If the Employer does not respond in the 48 hours, the request will be deemed approved.

The Employee also has the ability to take time off and request not to be paid if need be.

Any accumulated sick/personal days will be paid out at retirement.

ARTICLE 43. RETENTION BONUS

The Retention Bonus is a program designed to recognize and reward our employees for their longevity through continuous, uninterrupted employment.

Active Drivers and Aides who have been continuously employed by the Employer for at least one (1) year as of September 1, 2017 will be eligible to receive a financial incentive of 4% of their eligible gross earnings. The bonus will be calculated on eligible gross earnings from the first full pay period in September through the last full pay period in August. The retention bonus will be awarded every year for the life of this agreement.

All bonus payments will be made upon the first full paid period in October following attainment of earnings, and is subject to all applicable withholdings as required to law.

Example: Any employee hired on 1/5/16, will receive their first retention bonus pay in October 2017, which will be based on their earnings from 9/1/16 through 8/31/17.

To be eligible, an employee must be actively employed and currently working for: (1) for the entire regular school year and (2) the date of the incentive bonus payment. The term "actively employed" includes periods of official school breaks, inclement weather shutdowns, bereavement, FMLA, Jury Duty, Military Leave approved Medical Leave up to twelve (12) calendar weeks for a single approved absence and other absences of ten

(10) working/scheduled days or less. "Gross earnings" are defined as all wages for home-to-school routes (including Kindergarten, mid-days and late runs), training (as a trainee or a trainer), summer school, trips, activities, shuttles, meetings and miscellaneous work (including fueling, oil checks, and bus washing). Earnings paid in connection with a full or part-time staff position are excluded from the bonus calculation.

Employees who leave employment prior to the payment of the bonus will not be eligible to receive a payment.

ARTICLE 44. ATTENDANCE INCENTIVE AND SAFETY BONUS

Beginning the 2016/17 school year, an employee with perfect attendance in a one semester (excluding summer school), will result in the employee being awarded an incentive day equal to 4.5 hours route pay at existing driver and/or aide rate in the next semester. Payment for this incentive day will be as follows:

First Semester Perfect Attendance – the next pay period after end of first semester

Second Semester Perfect Attendance – the next pay period after the end of second semester

An employee must be employed at the time of pay-out to receive the incentive pay.

All employees will qualify for a $75.00 Safety Bonus that is paid bi-annually. To be eligible for the safety incentive the employee must be employed during the complete incentive period and have:

- No preventable collisions during the bonus period
- No tickets received while operating a Employer vehicle
- No Workers' Compensation Accidents during the bonus period
- No Workers' Compensation Leave of Absence
- No Personal leave of absences to exceed a combined 15 business days
- No child checkmate system violations
- No red light violations

ARTICLE 45. 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 46. LIFE INSURANCE

The Employer shall provide each regular employee a total of $10,000.00 group term Life Insurance plus Accidental Death and Dismemberment insurance benefits in an equal amount commencing with the first day of the following month in which an employee completes their probation period.

ARTICLE 47. PAY PERIOD

Employees will be paid every other Friday. Each employee will be provided with an itemized statement of earnings and deductions.

If an Employees check is incorrect and the Employer owes them money, they will be issued a hard check in one (1) business day.

ARTICLE 48. FLU SHOTS

The Employer shall reimburse all bargaining unit personnel up to $25 with a receipt.

ARTICLE 49. 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 2 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 3 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 routes driver or aide returns from leave.

ARTICLE 50. 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 51. INCLEMENT WEATHER

On a day in which the School District cancels an entire day of school due to inclement weather, school districts notify the mass media and the Employer of closing, employees shall monitor the mass media outlets for closing information. If notice is less than 1 hour before any employee's report time, that employee will receive two and one quarter (2.25) hours of route pay, limited to a maximum of four (4) occurrences per school year. If an employee shows up for a trip on the weekend and the trip has been cancelled and the employee has not been notified, the employee will receive three (3) hour show up time. Employees are required to provide the Employer with updated contact information, including cell phone numbers. If an employee is unsure whether school is closed, an employee may call the location to check on potential school closings.

This will apply only if an employee was scheduled to work that day and the employee must arrive at the location and report for work on-time for any scheduled shift.

ARTICLE 52. 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 53. DRIVER BREAK ROOM

The Employer will provide a break room.

ARTICLE 54. PRE-TRIP/POST TRIP

With designated start times, the Employer shall allow for proper pre-trip and post-trip inspections as required by state and Federal Law. Pre-trips and post-trip will be compensated.

The employer will provide various, convenient places for the drivers to turn in their forms.

ARTICLE 55. PAY RATES

	16/17 School Year	17/18 School Year	18/19 School Year
Trips	Route Pay	Route Pay	Route Pay
Driver Wages	$1.00 increase per hour	$1.00 increase per hour	$1.00 increase per hour
Aide Wages	$2.50 increase per hour	$1.00 increase per	$1.00 increase per hour
Aide Trips	Route Pay	Route Pay	Route Pay
Sub Drivers	$19.00 per hour	$20.00 per hour	$21.00 Per hour
Non-Revenue Work*	$11.85 per hour	$12.35 per hour	$12.85 per hour
Wheelchair/Special Ed Route/Out of District Routes	$.75 per hour + route pay	$.75 per hour + route pay	$.75 per hour + route pay
Off-Site Drug Tests	Route Pay	Route Pay	Route Pay
Dry Run	2.25 hours route pay or actual time driven	2.25 hours route pay or actual time driven	2.25 hours route pay or actual time driven
Trainers	$.75 per hour + route pay	$.75 per hour + route pay	$.75 per hour + route pay
Physicals	Pay for physical at Co. provider	Pay for physical at Co. provider	Pay for physical at Co. provider
Evacuations (min 1 hour)	1 hour Route Pay	1 hour Route Pay	1 hour Route
Cold Start	$13.50 per hour	$13.50 per hour	$13.50 per hour
All meetings, trainings and computer classes (Min. 1 hour pay)	Non-Rev	Non-Rev	Non-Rev

*All Non-Revenue Work – includes meetings, on site drug tests, cleaning bus during summer hours, custodial, refresher course, training, computer class, yard work, traffic controllers, dispatch/helper, misc. office and recruiting.

When employee retirees they will receive $100 for every year they were employed with the 201 school district.

Upon ratification of this agreement, the wage increase will be in effect for the 16/17 school year and the wage increases for the 17/18 and 18/19 school year will be the first Monday in August.

In the event a driver or aide has a scheduled trip or home to school route with a start time of less than one (1) hour after they complete a previously scheduled route or trip, that driver will be paid during this waiting period at the appropriate rate of pay for the upcoming assignment.

ARTICLE 56. IMRF

Maintain current IMRF standards plus any increases the IMRF deems necessary.

ARTICLE 57. TERMINATION

This Agreement shall take effect on and be retroactive from the first day of school 2016, and shall remain in full force and effect until August 15, 2019, 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.

Minooka School District 201	Teamsters Local 179
_____	_____
_____	_____
_____	_____