

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ILLINOIS CENTRAL SCHOOL BUS, LLC
(Gary, IN)**

AND

**SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 73**

**Effective
August 30, 2018 through June 30, 2021**

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ARTICLE III UNION RECOGNITION

Section 1: The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, benefits, hours of work, and other conditions of employment for all full-time and regular part-time employees defined as Drivers, Matrons/Monitors, and Bus Washers employed by Illinois Central School Bus, LLC., at its facility currently located at 2411 W. 47th Ave., Gary, Indiana, 4550 West 5th Ave., Gary, Indiana, and 7301 East US 20, Gary, Indiana, excluding all non-bargaining unit employees, guards, and supervisors, defined in the Act.

Section 2: Employee Defined: Throughout this Agreement, whenever the term "Employee" is used, it shall be deemed to mean an Employee covered by this Agreement.

ARTICLE IV UNION SECURITY

Section 1: Current Employees: An employee employed by the Company on the effective date of this Agreement shall, no later than the thirty-first (31st) day of his/her employment, or the thirty-first (31st) day following the effective date of this Agreement, whichever is later, as a condition of employment, become and remain a member in good standing of the Union, or object in writing to Union membership and with such, provide payment of a service fee to the Union not to exceed ninety percent (90%) of the established monthly dues. The service fee will be directly related to the Union's expense for the purpose of representation.

All new employees who are covered by the Collective Bargaining Agreement shall after the thirty-first (31st) day of employment, as a condition of employment, become and remain a member in good standing with the Union. For the purpose of this Agreement, "good standing" shall consist of the payment or tender of payment of the initiation fee, dues and/or service fees uniformly required by the Union as a condition of membership.

Section 2: The Union shall provide to each new employee at the inception of employment written notice of the amount of monthly dues and/or the service fee amount which will be charged for representation.

If, after the completion of probation an employee has not exercised one of the options stated above, signed an authorization and membership card, the Union may give notice to the Company of this fact and within five (5) days after receipt of such notice, the service of such employee shall be discharged by the Company. However, the employee must also be notified in writing by the Union that their employment status is in violation of the Agreement. At no time will the Company discharge an employee for failure to exercise their option less than five (5) days from receipt of written notice violation from the Union.

Section 7: In the event that any of the Local Unions shall, in accordance with its bylaws, increase or decrease the dues, initiation fees, or service fees, or either, the Local Union will notify the Employer and the bargaining unit in writing to that effect and the Employer will deduct dues and initiation fees accordingly.

Section 8: State Law: If a conflict exists between this provision and State Law then State Law will prevail.

Section 8.1: If any section of this Agreement becomes invalid, the parties will meet to discuss the effect of the new law.

ARTICLE V MANAGEMENT RIGHTS

Section 1: In consideration of the recognition herein granted, the Union agrees for itself and its members not to hinder or interfere with the Company in the management of the business. It is agreed that except as specifically delegated, abridged, granted or modified by Agreement, all of the rights, powers and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of management without limitation. Management of the business, operation of direction of the work force and the authority to execute all the various duties, functions and responsibilities in connection therewith are vested in the Company. The Company reserves all the rights, powers and authority customarily exercised by management except as otherwise provided in this Agreement. The exercise of such duties, functions and responsibilities shall not conflict with the provisions of this agreement.

Without limiting the generality of the above statements, these rights include, but are not limited to. The right to hire, discipline suspend or discharge for just cause, temporarily transfer employees from their regularly assigned job to other duties within the bargaining unit, require physical examinations as well as mandatory drug and alcohol testing consistent with the provisions of DOT regulations and Company Policy as a condition of employment, relieve employees from duty because of lack of work or other legitimate reasons, determine the service to be rendered, layoff, transfer employees from positions or routes, determine the starting times and quitting times, determine the size and composition of the workforce, set procedures and standards to determine employee's job performance, establish routes, packages and schedules, establish reasonable work rules and disciplinary rules, establish reasonable work standards and determine hours of work as well as the hourly and daily schedule of employment. The Company shall be the judge of all matters pertaining to the conduct of its business including, but not limited to, quality and quantity of service, machines, tools, equipment, service schedules and the assignment of work.

The Company shall maintain its right, as to all or any part of the work performed by the bargaining unit employees, to discontinue operations, to transfer operations to another facility, and to utilize working supervisors subject to the terms and provisions of this Agreement. It is further agreed that the above detailed enumerations of management's rights shall in no way be

Section 3: Stewards: The Union shall designate a reasonable number of stewards in the bargaining unit. The Union shall notify the Company of the designated Union stewards. The authority of the Stewards so-designated by the Union are limited to the following:

- a. The investigation and presentation of grievances in accordance with the grievance provision of this Agreement;
- b. The transmission of such messages and information that shall originate with, and are authorized by, the local Union or its officers;
- c. The Union shall furnish the Company a list of its officers and shop stewards, and shall, as soon as possible, notify the Company in writing of any changes therein. No officer or steward shall be recognized by the Company until such notification of his/her appointment shall have been received by the Company from a duly authorized officer of the Union. All stewards will be regular employees of the Company.

ARTICLE VII DISCIPLINE

Section 1: Discipline: No employee shall be disciplined or discharged without just cause. The Company may promulgate reasonable work rules provided that they are made available and posted at the Branch, and do not conflict with any provision of this Agreement. The Union shall be given prior notification of any rule, regulation or policy change that pertains to bargaining unit employees. Any changes to this Agreement regarding rules, regulations or policies that affect the unit shall be negotiated with the Union.

Section 2: Progressive Discipline: The Company shall use progressive discipline for work rule violations or disciplinary matters relating to job performance, excluding safety and/or accident related discipline as addressed in the Company's policy / Handbook.

Disciplinary action shall be undertaken by branch management to include the manager or other appropriate supervisor as may be designated, within a maximum of five (5) workdays, Monday through Friday excluding holidays, of said action, or when the Company knew or reasonably should have known about the action, in order to be timely, unless the Company is conducting an active, ongoing investigation.

Section 3: Disciplinary Notice: At such time as an employee is disciplined under this Article, the employee will be advised of the discipline in the presence of a steward. Stewards will have the responsibility to be present during the disciplinary notice immediately upon notification, but no later than one hour after notification, if available. The employer will reschedule the disciplinary conference if no steward is available. When an employee requests confidentiality in the presence of a steward, the employee shall sign written documentation confirming his/her voluntary request for confidentiality. A copy of the written notice, requesting confidentiality, shall be sent to the Union. The steward shall not unreasonably refuse to cooperate or participate.

ARTICLE IX COMPANY RULES AND REGULATIONS

Section 1: Employees shall recognize and obey all applicable federal, state and local laws as well as rules and regulations of the Company and the School District. Violation of such laws, policies, rules or regulations shall be grounds for discipline, including, but not limited to, discharge.

Section 2: In the event an employee believes a policy, rule or regulation established by the Company is in violation of this Agreement, the employee must first abide by such policy, rule, or regulation, pursuant to Article XVI, Section 2, and then may initiate a question or grievance according to the grievance procedure set forth in Article X.

Section 3: The Company agrees to post all rules, policies and regulations, Company and/or School District, prior to their effective dates and will provide the Union a copy of such rules/regulations. Each employee will receive the Company's Policy/Employee Handbook, which outlines the Company's policies and will be the foundation of continued practices. Where the labor agreement and the Employee Handbook differ in any practice, policy or benefit, the contract will prevail.

ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Grievance Defined: It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure below.

Every effort shall be made to adjust all controversies and disagreements between the Company and Union or the employees in an amicable manner. In the event that any dispute cannot be settled in this manner, the question may be submitted for settlement to arbitration as herein provided.

Should any grievance, violation of Federal or State law, dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps.

Section 1.1: A grievant will be represented by a Steward or by a designated Union Representative at each step of the grievance procedure unless the grievant requests that the Steward or Union Representative not be present at the first step. The time limits stated in the Agreement may be extended upon mutual agreement with the Union.

Section 2:

STEP 1: Any employee who feels that he/she has been aggrieved may report such incident verbally to the Contract Manager or his/her immediate supervisor within five (5) scheduled workdays from the date of the occurrence or reasonable knowledge of the occurrence.

decided by the Arbitrator and no Arbitrator shall have the power to modify, change or interpret any wage rates. The Arbitrator shall agree to be bound by this Agreement.

- (b) If a grievance settlement or arbitrator's decision provides for retroactivity, it is agreed that retroactivity may extend back no longer than ninety (90) days before the date of the written grievance, except as may be otherwise provided in the decision of the arbitrator for a lesser period of time. Should back pay be awarded, credit may be given for the interim replacement earnings during said period, and unemployment payments shall be credited.
- (c) The Parties shall request the decision in such proceedings shall be rendered within thirty (30) days from receipt of briefs and shall be final and binding upon both parties. Both parties agree to comply with the Board of Arbitration's decision as promptly as possible.
- (d) The Company and the Union agree that the expenses of the impartial arbitrator, travel, miscellaneous expenses and the transcript (if both sides agree), shall be borne by the losing party.
- (e) Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.
- (f) No decision shall in any way be inconsistent with any provision of this Agreement or the remedies established with any contractually authorized work rule of Company policy.

ARTICLE XI SENIORITY

Section 1: Seniority Defined: Seniority shall be defined as the continuous length of service from the employee's most recent date of hire into the bargaining unit.

Section 2: The Employer recognizes the seniority of employees formerly employed by Laidlaw Transit, and shall allow that seniority to carry over into their employment with Illinois Central School Bus; provided that the employee began working at the beginning of the 2007 school-year.

Section 3: Seniority Tie Breaking Procedure: If two (2) or more employees have the same date of hire or start date in a classification, their respective position on the seniority list shall be determined by alphabetical order of their last names, from A-Z, upon ratification.

Section 4: Application of Seniority: Seniority shall be applied in all of the following areas:

- Layoff
- Recall
- Job Bidding and Scheduling
- Charter assignments and Special Events
- Extra work

Section 8: Preferential Seniority: Union stewards shall have the highest seniority in the Unit. This preferential seniority is only for the purpose of layoff and recall. The steward must be able to perform the work without training. If new stewards are elected or appointed and are on layoff, they will not take office or have preferential seniority until they are back to work. If stewards are removed from office, they will lose their preferential seniority immediately. If there is a senior employee on layoff when the steward is removed, then the steward's office is to be laid off and the senior employee, who can perform the work without training, will be reinstated immediately.

ARTICLE XII LAYOFF, RECALL AND TRANSFER

Section 1: Notice of Layoff: The Company shall notify affected employees and the Union of any layoff as far in advance as practical, but no less than two (2) days.

Section 2: Determination Factors: In cases of layoff and recall the Company agrees to consider the following factors, (1) seniority, and (2) qualifications to perform the work available. The Company agrees that in the event the requirements of factors (1) and (2) are relatively equal, seniority shall prevail.

Section 3: Job Reduction and Layoff Procedure: If an employee has his/her route eliminated, he/she will have a right by his/her Bargaining Unit Seniority to choose any vacancy/vacancies in the Bargaining Unit, provided the employee has the qualification to perform the job and the total number of hours are not more than forty hours per week. If no vacancy exists, only then will he/she have the right to bump the least senior employee in the Bargaining Unit. The least senior Bargaining Unit Employee will be the first to be placed on layoff.

Drivers under this Section who had their routes eliminated and were forced to choose a vacancy/vacancies will not be locked into the forty-five (45) day waiting period as outlined in Article XIII Section 4. However, the forty-five (45) day waiting period will apply once he/she successfully bids again on a new route.

Section 4: Recall Procedure: No new employees shall be hired into a job classification while a bargaining unit employee in that job classification is on layoff (other than Summer). Employees shall be recalled from layoff by seniority, the most senior employee first provided the qualifications are satisfied as outlined in Section 2 above. Employees shall be notified of their recall by certified mail to their home. Once an employee is notified of their recall, they have two (2) working days to notify the Company, if they will accept the recall. It is the employee's responsibility to notify the Company of any address change while they are on layoff.

Section 5: Summer Break/Layoff: If the Company decides that it is going to operate in the summer with a reduced work force, the Company will first seek volunteers to go on voluntary layoff for the summer months. The Company will grant these voluntary layoffs by seniority. These employees shall maintain their seniority for the duration.

Section 3: Union Representation: During the bid procedure, the Union shall have a representative present in the bidding area.

Section 4: Route/Standby Vacancies: All vacated routes or newly acquired business shall be immediately posted for three (3) workdays, Monday through Friday excluding holidays, providing that the posting period does not delay the route's start. Such routes and standby positions will be assigned from bids submitted after considering the following factors: (1) seniority, (2) fitness and (3) demonstrated ability to perform the required work. The Company agrees that in the event an employee is fit and has demonstrated the ability to perform that required work, seniority shall determine the bid award.

Employees may not use the procedure set forth in this Article to change routes more than two (2) times per year. Additionally, employees who exercise the option to change routes, must remain with the route(s) they have bid on for a minimum of forty-five (45) days worked.

Section 5: Temporary Vacancies: The Company shall post all temporary openings for three (3) working days. During these three (3) days, the Company can fill the assignment. The Company will award the temporary opening to the senior qualified bidder for the duration of the temporary assignment or until the employee bids on and is awarded another permanent route, which has more hours assigned to it than the driver's existing permanent route. Notably, at the end of the temporary assignment, the driver(s) shall return to their regular routes.

Openings caused by the temporary assignments shall be filled at the Company's discretion. Where routes are of a temporary nature and known to be vacant for two (2) or more weeks, the posting of such will be awarded based upon seniority. Temporary openings of less than two (2) weeks will be assigned by the Company. Employees can be awarded a temporary assignment no more than twice a year, beginning August 15th and ending August 14th.

Section 6: Extra Work: Work that is not covered by this Agreement, such as shuttling buses or cleaning the lot, will be posted and awarded to the most senior employee, who advises the Company of his/her availability and interest in such work. Receipt of an extra work assignment cannot cause the employee to work more than forty (40) hours in any workweek. Employees can be assigned extra work, which will blend with their routes but not cause the employee to exceed forty (40) hours in a workweek.

Section 7: Additional Work: Assignments (work) not covered by this Agreement, may be offered to unit employees by the Company. This work will be posted with indications as to qualifications, duration of assignment, and wage. The selection of employees for such work will be by Company decision giving preference to qualifications, and where relatively equal, seniority.

Taking additional work will not cause the driver to work more than forty (40) hours in any workweek. Employees will be assigned additional work, which will blend with their routes but not exceed forty (40) hours.

Section 10: Proxy Bid: Employees who are unable to attend the bidding process will be allowed to bid in absence by completing a bid sheet and turning in such to the Union Steward. The employee shall either fill in his/her preference for routes or will authorize the Steward to bid on their behalf.

Section 11: Summer Work: Drivers interested in Spring Break or Summer work shall sign up prior to working either break. Drivers who are scheduled to work Spring Break or Summer Break must work their assigned schedule. Work assignments will be bid on and awarded as described in Sections 1 and 2. In the event an insufficient number of drivers are obtained by bid, Summer work may be assigned to qualified drivers in inverse seniority order.

Section 12: Year Round Routes: Year-round routes, which include but are not limited to the Bridges (also known as L.C.A.R.), and USX, operate twelve (12) months a year. These routes shall only be posted when an opening becomes available. These openings shall be posted for three (3) workdays, Monday through Friday excluding holidays, and awarded to the senior qualified bidder.

When a year round route becomes open during the Spring, Summer or holiday breaks, the Company will temporarily fill the position until the end of the break at which time the Company will post the open route.

Upon receipt of the school routes, at the beginning of each school year and summer school session, the Company will examine the routes and package them with the Bridges (also known as L.C.A.R.), and USX, routes where possible.

Successful bidders on these routes may be required to receive customer specific training to perform their new assignment.

Section 13: At the beginning of the school year the employer will designate the routes that require Bus Attendants. Drivers will not be expected to drive a bus that does not have a required Bus Attendant. If the employer fails to provide an attendant, the Driver will be placed on stand-by and receive the regular stand-by rate of pay for those hours. The Drivers will only be on stand-by for the same time period he/she was scheduled before the route cancellation.

Section 14: Cancelled Route: If a route gets cancelled after a driver has already started to drive he/she will be guaranteed at least two (2) hours of driver's regular rate of pay. If over two (2) hours driven, the driver will be paid for the actual driving time.

Section 15: Changing Route: If after a pick is made, the hours of that pick get reduced, every effort will be made to assign the driver more hours to make up the difference.

Section 16: Information Request on Rollouts: The employer agrees to provide rollout information to the Union Reps or Stewards once a month. Additional rollout documents more than the one per month will not be denied if requested for a possible grievance investigation.

representatives shall be appointed by the bargaining unit but excluding those employees who are Stewards or other designated Branch Union representatives.

A meeting shall be held at least one (1) time per quarter, and written minutes of the meeting shall be maintained and posted. Management shall respond, in writing, to issues brought before them for discussion, and will state what, if any, action it will take to address a problem and the timetable for doing so. This Committee shall address general and specific safety improvement issues.

Section 4: Training: Any training as determined necessary by the Company for Health and Safety Committee members will be paid at the employee's regular hourly rate.

Section 5: Bus Breakdowns: The employer will make every effort to repair and maintain all buses in working order. If a breakdown occurs, the driver will be paid the minimum guarantee of two (2) hours. If the breakdown occurs while the bus is in route, the driver will be paid at their appropriate driving rate until the driver returns to the base.

Section 6: Heating: All buses will be equipped with heaters. All Special Ed buses will be equipped with heating.

Section 7: Unruly Passengers: The employer will do everything possible to understand the facts surrounding a student or parent complaint by carefully interviewing the driver first. The employer will make every effort to assist the drivers who have unruly students on their buses. Illinois Central will notify the district or client of all reports of dangerous or threatening situations encountered by employees. The company will do everything possible to have the district or client take immediate action.

Section 8: Camera Verification: The employer will make every effort to have all buses equipped with working cameras.

Section 9: Supplies: All drivers will be given the necessary supplies to keep their buses clean. Supplies will be requested and not abused.

Section 10: Clean Buses: The employer will wash buses in compliance with district contracts currently every forty five (45) days weather permitting.

ARTICLE XV LEAVES OF ABSENCE

Section 1: Medical Leave: After successful completion of their probationary period, an employee may be granted an unpaid medical leave of absence for up to six (6) months within any twelve (12) month period, of which a Family Medical Leave will be included provided that the employee presents the Company with appropriate medical certification from the employee's physician. An employee may request an extension of three (3) months provided appropriate

Where the Company agrees on an error over thirty-five dollars (\$35.00), a substitute check will be made available within three (3) working days, provided that the error was not caused by the employee's actions or failure to act.

ARTICLE XVIII HOLIDAYS

Section 1: Paid Holidays: During the term of the Agreement, the following holidays shall be recognized as paid holidays:

- | | | |
|--------------------------|---------------------------------|--------------------|
| ▪ New Year's Day | ▪ Martin Luther King's Birthday | ▪ Good Friday |
| ▪ Memorial Day | ▪ Labor Day | ▪ Thanksgiving Day |
| ▪ Day after Thanksgiving | ▪ Christmas Day | |

Those employees who have year-round assignments will receive July 4th as a paid holiday. Year-round assignments, as defined by the Agreement, include Bridges routes (formerly L.C.A.R. routes), and USX routes.

Section 2: To be eligible for holiday pay, an employee must have worked all regularly scheduled hours the day immediately preceding the holiday and work all regularly scheduled hours the first scheduled day after the holiday. Employees must successfully complete the probationary period to be eligible for holiday pay. Employees on leaves, layoffs or other excused absences will not be eligible to receive holiday pay. Casual drivers, such as call-ins (formerly fill-ins), will not be eligible for holiday pay. Holiday pay will be based upon each employee's regularly scheduled hours.

Section 3: Employees who are scheduled to work a holiday will receive holiday pay at double their regular rate for all hours scheduled and actually worked.

ARTICLE XIX BENEFITS

Section 1: 401-K: The employer agrees to provide and maintain a 401-K profit sharing with 0.50 company match on every \$1.00 saved to a max of 6% saved as an optional payroll deduction subject to plan document provisions and qualification requirements. The employer agrees to picking up all administrative costs for those interested employees.

Section 2: Sick Leave: Each eligible employee will receive two (2) paid sick days per year. New hires will receive 2 paid sick days per year beginning July 1, 2011 and every year thereafter. New hires will receive ½ day for every three months of service in their first year of employment and two days every year thereafter on July 1. This day may be used for illness or other absence as the employee may decide, however notices of absence must be given to the Company at least twenty-four (24) hours in advance of the absence. Eligible employees must

This vacation may be scheduled during the fiscal year which is the same period as the current labor agreement. Vacation requests must be presented to the Company no later than thirty (30) days before the intended vacation. The Company reserves the right to accept or reject vacations based upon operational needs but will seek to satisfy the needs of the employee where possible. Seniority will prevail when more than one employee requests the same vacation. Employees will receive vacation pay based upon the longevity percentage schedule outlined in Section 5 in this Article. Casual drivers, such as call-ins (formerly fill-ins), will not be eligible for paid vacation.

ARTICLE XX HOURS OF WORK

Section 1: All employees will be paid for all hours worked or as may be guaranteed by this Agreement.

Section 2: Overtime: Employees will be paid overtime at the rate of one and one-half (1.5) times their regular hourly rate for those hours exceeding forty (40) hours worked within the workweek, Sunday through Saturday. All Full time and Part Time drivers will be given the opportunity to work overtime. However, overtime will be offered by seniority to drivers who work less than 40 hours per week before offering the overtime by seniority to drivers on a 40 hour a week schedule. However, overtime will not be offered if it conflicts with existing home to school routes or schedules.

Section 3: Pre-trip Inspection: All bus drivers shall be paid ten (10) minutes pre-trip inspection, at the employees' applicable straight time hourly rate. Pre-trip inspections are required each time a bus is to leave the lot. Time allotted for pre-trip inspection is included in the employee's route guarantee.

Section 4: Guarantee of Hours: Employees, drivers, monitors and bus washers will be paid the following guaranteed time:

- | | |
|---------------------------|---|
| 1) A.M., P.M., or mid-day | two (2) hours each |
| 2) Stand-by drivers | six (6) per day |
| 3) Bus washers | two (2) a.m. hours and two (2) p.m. hours |
| 4) Matron/Monitor | two (2) a.m. hours and two (2) p.m. hours |

In the event another route or assignment is given in addition to regular routes, the driver will receive pay for the time worked, plus a \$5 bonus.

After school routes will be paid at a 1 hour minimum.

ARTICLE XXI WAGES

Section 1: Rates of Pay: The appropriate pay rates are outlined in Appendix A.

During the term of this Agreement the employer agrees there will be no lockouts. Both parties agree the applicable procedures of this Agreement will be followed for the settlement of all complaints or grievances.

**ARTICLE XXVI
DURATION MODIFICATION AND RENEWAL**

This Agreement shall be in full force and effect as of the 30th day of August, 2018 to and including the 30th day of June 2021 and shall be automatically renewed from year to year thereafter unless terminated or changed in the manner provided hereinafter. Should the Employer or Union desire to change or terminate this Agreement, written notice thereof shall be served by mail upon the other not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2021 or any anniversary date thereof. In addition, the agreement shall be re-opened each contract year, at least 60 days prior to the expiration date of the negotiated insurance rates of the prior year, for the purpose of negotiating insurance rates for the coming year.

Executed this 28th day of September, 2018.

Illinois Central School Bus, LLC.

SEIU Local 73

K. D. D.

Shirley McKinney
Don
Claudine Young-Quinn
Barbara Ward
Barbara
Denise Howard
William Oliver
Albert Dennis

